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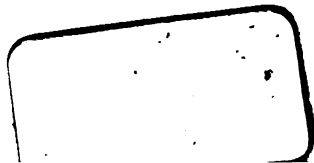
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MODERN PRECEDENTS

IN

CONVEYANCING;

WITH

VARIATIONS

ADAPTING THEM TO DIFFERENT CIRCUMSTANCES OF TITLE:

AND

COPIOUS EXPLANATORY AND PRACTICAL

NOTES,

ON THE NATURE AND USE OF THE PROVISIONS CONTAINED IN THEM.

—
Third Edition,

WITH GREAT ADDITIONS,

INCLUDING

*DIRECTIONS FOR THE SOLICITOR IN ALL MATTERS CONNECTED
WITH EACH ASSURANCE.*

=====
BY CHARLES BARTON,

**OF THE INNER TEMPLE, ESQ. BARRISTER AT LAW, AUTHOR OF THE ELEMENTS
OF CONVEYANCING.**

—————
Validiora sunt exempla quam verba, et plenius opere docetur quam voce.

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VOL. IV.

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C O N T E N T S

OF

VOLUME IV.

CLASS II.

INTRODUCTION	Page i	LEASES.
<i>Suggestions to the Solicitors of the Lessor and Lessee respectively, on the Subject of Leases</i>		AGREEMENTS.
	ib. et seq.	

No. I.

An Agreement to grant a Lease of a Free- hold Dwelling-House, &c. by the Owner of the Inheritance	1	Freeholds.
<i>Variations where the Lessor is himself only a Lessee of the Premises.</i>		
<i>Where he is Tenant in Tail or for Life, or seised in Right of his Wife.</i>		
<i>Where the Lessee pays a Consideration for the Lease.</i>		
<i>Where the Premises are in Mortgage, &c. &c.</i>		

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C O N T E N T S

or

VOLUME I

CLASS I

INTRODUCTION

Suggestions to the Solicitor

Lessee respectively

S.

NTS.

ouse.

Pitts.

ts.

use, &c.
ull Form.)

House, &c.
(Concise
Form.)

74

8



CONTENTS.

		Page
<u>LEASES.</u>	No. II.	
<u>AGREEMENTS.</u>		
<u>Copyholds.</u>	<i>An Agreement to grant a Lease of a Copyhold Messuage, &c.</i>	14
	Variations, &c. as in No. I.	
	No. III.	
<u>Farm.</u>	<i>An Agreement for a Lease of a Freehold Farm, and Lands, by the Owner of the Inheritance</i>	22
	Variations where the Lands are Copyhold. <i>Where the Lessor is Tenant in Tail; Tenant for Life; seised in Right of his Wife; or demises under a Power.</i> <i>Also where the Lessor has himself only a Term in the Premises, &c. &c.</i>	
	No. IV.	
<u>Building Lease.</u>	<i>An Agreement for granting a Lease of a Piece of Ground; and also of a House to be built thereupon</i>	32
	Variations where several Houses are intended to be built. <i>Also where the Lessor is a Lessee, or has a partial Interest only in the Land.</i> <i>Where the Lessee pays a Consideration for the Lease, &c. &c.</i>	

CONTENTS.

	Page	
No. V.		
		<u>LEASES.</u>
		<u>AGREEMENTS.</u>
<i>An Agreement for granting a Lease of a Public House, by a Brewer, &c. to a Publican</i>	44	<i>Public House.</i>
No. VI.		
<i>An Agreement for a Lease of Coal-pits</i>	52	<i>Coal-Pits.</i>
<i>Variations, where the Lease is of Lead, Copper, or other Mines, &c. &c.</i>		
No. VII.		
<i>An Agreement for a Lease of Tithes</i>	60	<i>Tithes.</i>
<i>Variations where Glebe Lands of the Rectory, &c. are included.</i>		
No. VIII.		
<i>A Lease of a Messuage or Dwelling-House for a Term of Years by the Owner of the Inheritance (full Form)</i>	65	<i>House, &c. (Full Form.)</i>
No. IX.		
<i>Lease of a House, &c. by the Owner of the Inheritance, where all Repairs are done, and Taxes paid by the Tenant (concise Form)</i>	94	<i>House, &c. (Concise Form.)</i>
<i>Variations</i>		

CONTENTS.

LEASES.

	Page
Variations <i>where the outer Part of the Premises are to be repaired by the Lessor, and the inner Part by the Tenant.</i>	
<i>Where the Landlord is to rebuild if the Premises are burnt down.</i>	
<i>Where the Rent is to cease if the Premises are burnt down.</i>	
<i>Where the Lease is determinable on Notice.</i>	
<i>Where it is determinable on the Death or Bankruptcy of the Lessee.</i>	
<i>Where it is made by a Bailiff on the Part of the Lessor.</i>	
<i>Where the Lessor has other Houses adjoining.</i>	
(A) <i>Proviso giving Liberty to the Lessee to purchase the Premises</i>	. 113

No. X.

<i>Underlease. An Underlease, or Lease granted by a Lessee or Assignee of Premises for a Part of his Term</i>	. 114
Variations <i>where the Assent of the original Lessor is requisite, &c. &c.</i>	
(A) <i>If the Underlease be granted in Pursuancé of a Licence from the original Lessor</i>	. 140
(B) <i>Variation, giving Power for Lessee to distrain, if distrained upon by the original Lessor</i>	. 141
(C) <i>Variation where the Lessor agrees to sell the Reversion of his Term to the Lessee on Request</i>	. 142

CONTENTS.

	Page	LEASES.
No. XI.		
<i>A Lease of a Messuage, or Dwelling-House, with Furniture, Fixtures, &c.</i>	. 148	<i>House Furnished.</i>
No. XII.		
<i>Lease of a Public House, by a Brewer</i>	. 157	<i>Public House, or Tavern.</i>
<i>Variations where it is of an Inn or Tavern.</i>		
<i>Where it is an Original, and where an Underlease.</i>		
<i>Where a Premium is paid for the Lease.</i>		
No. XIII.		
<i>Lease of a Mill</i>	. 175	<i>Mill.</i>
<i>Variations where it is a Wind-Mill, and where a Water-Mill.</i>		
<i>Where it is an Original, and where a Derivative or Underlease.</i>		
No. XIV.		
<i>Lease of a House, &c. in the Skeleton or an Unfinished State; to be completed by the Tenant</i>	. 183	<i>House, &c. in an unfinished State.</i>
No. XV.		
<i>A Building Lease, or Lease of Land to be built upon</i>	. 198	<i>Building or repairing Lease.</i>
<i>Variations where it is an Original and where an Underlease.</i>		
<i>Where it is a repairing Lease.</i>		

CONTENTS.

LEASES.

Page

No. XVI.

House, Paddock, &c. Lease of a Dwelling-House, Paddock, and
small Quantity of Land 226

Variations where it is an Original and where an Underlease.

No. XVII.

Copyholds. Lease of a Copyhold Messuage, &c. by the
Licence of the Lord 241

Variations where the Lease is granted without such Licence.

Also where it is an Original, and where a Derivative or Underlease.

No. XVIII.

Farm. Lease of a Freehold Farm and Lands . . . 264

Variations where the Lands or Part of them are Copyhold.

Where the Lease is an Original, and where an Underlease.

Where a Premium is paid for the Lease.

No. XIX.

Tithes. Lease of Rectory, Prebend, and Tithes . . . 296

Variations where the Lease is of great, and where of small Tithes, or both.

Also where the Parsonage House, Glebe Land, &c. are included in the Lease.

CONTENTS.

	Page	LEASES.
No. XX.		
<i>Lease of Coal Pits, or of Lands in a Coal or Mining County</i>	310	<u>Coal Pits, &c.</u>
<p style="text-align: center;"><i>Variations where the Lease is of Lead, Copper, Iron, or other Ores, or where there is supposed to be such.</i></p> <p style="text-align: center;"><i>Where it is an Original, and where an Underlease.</i></p> <p style="text-align: center;"><i>Where a Premium is paid for the Lease.</i></p>		
No. XXI.		
<i>Lease by a Corporate Town, or City, to a Lessee for Years, adapted to Corporations in general, and also to the City of London in particular</i>	351	<i>Corporation.</i>
<p style="text-align: center;"><i>Variations where the Lease is granted by a Parish.</i></p> <p style="text-align: center;"><i>Also where it is of a Farm.</i></p>		
No. XXII.		
<i>Lease of a Messuage, &c. by a College in one of the Universities</i>	368	<i>College Lease.</i>
<p style="text-align: center;"><i>Variations where the Lease is of a Farm, or other Lands.</i></p>		
No. XXIII.		
<i>Lease for Years by Tenant in Tail, or Tenant for Life at Common Law</i>	385	<i>Tenant in Tail, or for Life at Common Law.</i>
<p style="text-align: center;"><i>Variations where the Lessor is Tenant pur autre vie.</i></p> <p style="text-align: center;"><i>Where the Reversioner joins.</i></p>		

CONTENTS.

<u>LEASES.</u>		Page
	No. XXIV.	
<i>Tenant in Tail, under 32 Hen. VIII.</i>	<i>Lease for Years by a Tenant in Tail, under the Stat. 32 Hen. VIII.</i>	401
	<i>Variations where the Lease is for Life or Lives.</i>	
	No. XXV.	
<i>Bishop or other Ecclesiastical Person.</i>	<i>Lease for three Lives by a Bishop or other Ecclesiastical Person in Right of his Church</i>	419
	<i>Variations where it is for Years.</i>	
	No. XXVI.	
<i>Husband in Right of his Wife.</i>	<i>Lease for Years of a Messuage, &c. by Husband seised in Right of his Wife</i>	435
	<i>Variations where the Lease is for Life or Lives.</i>	
	No. XXVII.	
<i>Tenant for Life under a Power.</i>	<i>Lease by Tenant for Life, by Virtue of a Power contained in a Marriage Settlement or Will</i>	451
	<i>Variations where the Remainder-man or Reversioner joins.</i>	
	No. XXVIII.	
<i>Trustees under a Power.</i>	<i>Lease by Trustees under a Power contained in a Marriage Settlement</i>	475
	<i>Variations where a Tenant for Life joins.</i>	

CONTENTS.

	Page	<u>LEASES.</u>
No. XXIX.		
<i>Lease of a Messuage, &c. by a Guardian</i>	. 492	Guardian.
No. XXX.		
<i>Lease of a capital Messuage, &c. by the Committee of a Lunatic, in Pursuance of a Decree of the Court of Chancery</i>	. . . 508	Committee of Lunatic.
No. XXXI.		
<i>Lease of Estates in Mortgage, (by Mortgagor and Mortgagee) where no Power of leasing is reserved to the Mortgagor.</i>	. . . 522	Mortgagor and Mortgagee.
Variations where a Power to lease is reserved.		
No. XXXII.		
<i>Lease by two Persons holding in Joint-tenancy or Co-parcenary</i>	. . . 535	By Joint-tenants, &c.
Variations where they are Tenants in common.		
No. XXXIII.		
<i>Lease by Executors or Administrators in Pursuance of an Agreement entered into by their Testator or Intestate</i>	. . . 546	By Executors, &c.
Variations		

CONTENTS.

LEASES.

Page

*Variations where a Legatee or other Person beneficially interested in the Premises joins.
Where the Lease is by an Heir in Pursuance of an Agreement by his Ancestor.*

No. XXXIV.

*To Copartners, Lease of a Messuage, &c. to two or more
&c. Persons, as Copartners in Trade 563*

Variations where the Lessees are intended to take as Joint-tenants, &c. &c.

No. XXXV.

*Years determinable on Lease for Ninety-nine Years determinable on
Lives. Lives 576*

No. XXXVI.

*Renewed Lease for A renewed Lease for three Lives, upon the
Lives. Death of one of the Nominees, and Surrender of the former Lease 588*

No. XXXVII.

*Lease for Life Lease of a Messuage, &c. for the Life of the
of Lessee. Lessee 599*

No. XXXVIII.

*Lease under Lease of a Piece of Ground, &c. allotted under
Inclosure Act. an Inclosure Act 605*

CONTENTS.

	Page	LEASES.
No. XXXIX.		
<i>Lease, by Indorsement on a former Lease, for a further Term of Years, under the like Rent and Covenants</i>	. 612	<hr/> <i>Continued Term.</i>
No. XL.		
<i>Lease to enable the Lessee to become Plaintiff in Ejectment</i>	. 615	<i>Ejectment Lease.</i>



MODERN PRECEDENTS
- IN
CONVEYANCING.

CLASS II.

LEASES.

AGREEMENTS.

No. I.

An Agreement (1) to grant a Lease of a Freehold Dwelling House, &c. by the Owner of the Inheritance.

Variations where the Lessor is himself only a Lessee of the Premises.

Where he is Tenant in Tail or for Life, or seised in Right of his Wife.

Where the Lessee pays a Consideration for the Lease.

Where the Premises are in Mortgage, &c. &c. as in margin below.

ARTICLES OF AGREEMENT entered into this LEASES.
day of [in the year AGREEMENTS.
Freeholds.

(1) Where the premises intended to be demised are already on lease for a term which is not yet expired, or where from any

LEASES. of the reign, &c. and]* in the year of our Lord
 . BETWEEN (*the intended lessor*) (1)
 of, &c. [for himself, his heirs (2), exe-
 cutors, and administrators (3)], of the one part,
 and (*the intended lessee*) (4), of, &c.

AGREEMENTS.

Freeholds.

Agreements for leases must be in writing, except, &c.

other cause an immediate lease to take effect in possession cannot be granted, an agreement for a lease is frequently entered into. And such agreement (unless for a term not exceeding three years, and for which the rent reserved is at least two-thirds of the real value), is required by the statute of frauds, (29 Car. 2, c. 3.), to be in writing, and signed by the party to be charged therewith, or his agent lawfully authorised. And *vide* *Lawrenson v. Butler*, 1 Sch. and Lef. 23; which will then be binding on the lessor and his representatives, *Smith v. Watson*, Bunb. 55.

But as an agreement for a lease will vest only an equitable interest in the lessee, this should seldom be considered as superseding the necessity of a more formal assurance to be afterwards executed. See also notes, &c. to Vol. I. No. I. p. 1, *et seq.*

* N. B. The words within brackets may be omitted throughout the precedent, where brevity is particularly desirable; but see Vol. I. No. XVI. p. 160, n. (1).

Premises in mortgage.

(1) If the premises be in mortgage, the mortgagee should be a party, as should he refuse to concur in the lease it will be ineffectual, *Castigan v. Hartler*, 2 Sch. and Lef. 160.

Lessor a lessee only of the premises.

(2) If the lessor be himself a lessee only of the premises, omit the word "heirs;" and if the lessor be a body corporate, say, "successors," instead of "heirs," throughout.

Agreement entered into by or to an agent of the lessor or lessee.

(3) Where the agreement is entered into by a bailiff or other agent on the part of the lessor, add here,

"By A. B. of, &c. steward, bailiff, or agent of the said (*lessor*), lawfully authorised in this behalf."

And so *mutatis mutandis*, where the agreement is by an agent on the part of the lessee.

Mortgagee cannot become lessee.

(4) The relative situation between mortgagor and mortgagee will not admit of a contract for a lease from the former to the

[for himself, his executors, administrators, and assigns] (1), of the other part, as follow (that is to say (2):

The said (*lessor*) in consideration (3) of the rents, (4), covenants, and agreements, hereinafter mentioned, on the part of the said (*lessee*) [his executors, administrators, and assigns], to be paid, performed, and observed, doth hereby covenant and

LEASES.

AGREEMENTS.

Freeholds.

Lessor agrees to grant a lease.

latter, and such a contract, if in consideration of forbearance of payment, will *prima facie* be considered as usurious, *Gibbons v. Creed*, 2 Sch. and Lef. 214, even though made for a fair value, *Webb v. Korke*, *ib.* 661, for the mortgagee can not have interest for his money, and a collateral advantage besides, *Jennings v. Ward*, 2 Ven. 520.

(1) Although assigns be expressly named, they will not be bound if the covenants be not of such a nature as to run with the land, *Mayor of Congleton v. Pattison*, 10 East. 130.

Assigns not bound unless covenants run with the land.

(2) If the agreement be entered into by a tenant for life, or other person under a power to grant leases, it will be proper to notice that circumstance here by a short recital. And an agreement for a lease by such person will be binding on the owner of the inheritance, see *Shannon v. Bradstreet*, 1 Sch. and Lef. 82, *Sugd. Pow.* 344.

Lessor tenant for life or under a power.

(3) The consideration of an agreement for a lease must be pure and free from any vitiatory motive, as usury or the like, *Molloy v. Irwin*, 1 Sch. and Lef. 310.

Consideration.

And it may here be noticed that a lease cannot be granted in consideration of a loan of money, see *Drew v. Power*, 1 Sch. and Lef. 194.

(4) If the value of the lease to be granted is to be paid down by the lessee instead of an annual rent being reserved, see *ante*, Vol. I. No. IV. p. 46. The lessee being in this case more properly the purchaser of the land for the term, than what is generally meant by a lessee. And if a rent is also to be reserved as well as a sum of money paid (which is sometimes done), the form there given must be so consolidated with this, as to adapt this agreement to those circumstances.

Consideration to be paid for the lease.

LEASES.AGREEMENTS.Freeholds.

agree with the said (*lessee*) [his executors, administrators and assigns], that he the said (*lessor*) [his heirs or assigns] (1), shall and will (2) on or before the day of now next ensuing, upon request made to him [or them] in writing, under the hand of the said (*lessee*), [his executors, administrators, or assigns], for that purpose, grant and execute unto the said (*lessee*) [his executors, administrators, and assigns], (and he the said (*lessee*) doth hereby consent and agree to accept and execute a counterpart of) a good

Lessor an assignee only of the premises.

(1) If the grantor be only a lessee of the premises, say,
 “Executors or administrators,”

Or the words of representation may be wholly omitted.

Wife's estate.

If the lessor be seised of the inheritance in right of his wife only, add,

“ And the said his wife.”

If, however, the lessor be possessed of a term of years only in his wife's right, it has been doubted whether an agreement for a lease by him of a part of her term, will bind her in the event of his death before the lease be actually executed. See *Druce v. Dennison*, 6 Ves. jun. 385.

Agreement should expressly refer to a future lease.

(2) In framing an agreement for a lease, care must be taken that it refer expressly to a *future* lease, and that it do not contain words of *present* contract, as this would constitute a present demise, *Poole v. Bently*, 12 East. 168; *Tempest v. Kawling*, 13 *ib.* 18; *Love v. Pares*, *ib.* 80, Doe, dem. *Walker v. Groves*, 15 *ib.* 244; *Brown v. Warner*, 15 Ves. 156, and the future lease covenanted to be granted would be construed to be intended as a further security only.

But whether an instrument shall be a lease or only an agreement for a lease depends on the intention of the parties to be collected from the instrument, *Morgan dem. Dowding v. Bissatt*, 3 Taunt. 65.

and effectual demise or lease, to be prepared by the counsel or solicitor of the said (*lessor*) his heirs or assigns, of ALL that messuage or tenement, &c. &c. (1), together with all and singular the fixtures (2) (not belonging to the outgoing tenant thereof), now being in or upon the said messuage or premises. To HOLD the same unto the said (*lessee*), his executors, administrators, and assigns, for the term of _____ years (3), to be computed from the _____ day of _____ (4) at the yearly rent of £ _____ clear of all taxes,

LEASES.

AGREEMENTS.

Freeholds.

For _____ years
at the yearly
rent of L. _____

(1) Insert here an accurate description of the premises intended to be demised, according to their present situation, &c. Parcels.

(2) Fixtures are such erections, &c. (not put up by a tenant for the benefit of his trade) as may be removed without disturbing the land or injuring the premises to which they are affixed; but such things as have been erected for the use of a man's calling, and things which are usually valued between outgoing and incoming tenants, are not considered to be fixtures but personal chattels belonging to the tenant, *Davies v. Jones, 2 Barn. and Alder. 165.* Fixtures.

(3) If the lessor be tenant in tail, seised in right of his wife, an ecclesiastical person, or tenant for life, &c. with a power to grant leases, particular attention must be paid to the circumstances required to be observed by the statute or power by which the party is enabled to grant the lease proposed; and more especially with respect to the term of years, and amount of the rent to be reserved. See 2 *Elem. Conv. 2d edit. p. 314, 322, 328, 334.* Lessor tenant in tail, &c.

(4) If the lease be intended to be granted for a long term, but determinable at intermediate periods, at the option of the parties, add here, Running lease.

“Determinable, nevertheless, as hereinafter is expressed.”

LEASES.	deductions, and abatements whatsoever, (except
AGREEMENTS.	the land tax, and sewers rate to be payable
Freeholds.	quarterly, on the day of , the
	day of , the day of
	, and the day of

in each year.

Lessor to furnish
abstract of
title.

And the said (*lessor*) [his heirs or assigns], shall and will within from the date hereof, furnish a correct abstract of his [or their] title (1) to the said premises, to the solicitor or counsel of the said (*lessee*) who shall be at liberty to inspect (2) the deeds and evidences therein abstracted or referred to, for the purpose of ascertaining the power of the said (*lessor*) to grant the said intended lease (3).

Lessor not in
possession.

(1) If the lessor be not in possession of the premises, and unable to obtain it without a suit in equity, and the intended lessee be apprised of the circumstance, equity will not enforce a specific performance of the contract as it would be dealing for a suit in Chancery, *Bayley v. Tyrrell*, 3 Ball and Beat. 362. And so unless the party applying for specific performance come to the court with clean hands he will be left to his remedy at law, *O'Rourke v. Percival*, 2 Ball and Beat. 62.

No specific
agreement of
chattels,

And courts of equity will not enforce contracts relative to chattels where compensation can be made in damages or other remedy at law, but will in other cases, *Wright v. Bell*, 1 Dan. 95; see *Douglas v. Vincent*, 2 Vern. 202.

Title,

(2) An agreement to grant a lease contains no implied engagement for general warranty, nor for delivery of an abstract of lessor's title, *Gwillim v. Stone*, 3 Taunt. 433; *Temple v. Brown*, 6 *ib.* 60.

Title.

(3) See *Keech dem. Warne v. Hall*, 1 Dougl. 21; *Waring v. Mackreth*, For. Exch. Rep. 129; 11 Ves. jun. 341, s. c. cited. Where the right of a lessee to inspect the title of his lessor, unless there be a previous stipulation to the contrary, or in the

AND IT IS HEREBY DECLARED AND AGREED, that there shall be contained in the said lease (and in the counterpart thereof), by and on the part of the said (*lessee*) [his executors, administrators, and assigns], a covenant (1) for payment of the said yearly rent, in the manner and at the times aforesaid, and all taxes, assessments, and other deductions (except as aforesaid), during the said term, [unless for such part thereof, as the said premises shall be untenable, by reason of fire, storm, or tempest, in which case a reasonable deduction or

LEASES.

AGREEMENTS.

Freeholds.

Covenants to be contained in the lease on the part of the lessee.
To pay rent and taxes.

case of a bishop's lease, *Fane v. Spencer*, 2 Madd. 438, seems to be admitted and agreed to, *Prest.* 270, and see also *Filder v. Hooker*, 2 Mer. 425; *Temple v. Brown*, 6 Taunt. 60. If, therefore, the lessor be averse from this, it should be declared,

“ That the said (*lessor*), [his heirs, executors, administrators, or assigns], shall not be required to furnish an abstract or other evidence of his or their title to the inheritance, or other estate or interest in the said premises, but the said (*lessee*), [his executors, administrators, or assigns], shall rely upon, and be satisfied with the covenants for the title and quiet enjoyment hereinafter mentioned in that behalf.”

Lessor's title not to be investigated.

But this restrictive clause (although very common) is certainly unreasonable where the lessee either pays a consideration in the gross for the lease, or is to expend a sum of money in repairs.

(1) It has been determined that a mere agreement for a lease without more, entitles both parties to the usual covenants in leases of a like kind, *Church v. Brown*, 15 Ves. 258; it is not therefore to be considered absolutely necessary that this stipulation should be inserted; but to prevent disputes afterwards arising between the parties, with respect to the covenants, &c. to be inserted in the proposed lease, it is proper to mention them in particular, and not leave the lease to be framed on the vague definition of its containing the “ usual covenants,” &c.

Covenants, &c. to be contained in the lease should be particularised.

LEASES.**AGREEMENTS.***Freeholds.*

To keep pre-
mises in repairs.

Liberty for land-
lord to view
repairs.

Tenant not to
assign without
consent.

Lessor a lessee
only.

Not to assign
without licence
not an usual
covenant.

abatement shall be made, as hereinafter is mentioned.] AND ALSO a covenant to keep the said messuage or tenement, with the appurtenances, in substantial and tenantable repair in all things during the said term; (damage by fire, storm, or tempest only excepted), and also to paint, paper, and whitewash the said premises, in the last year of the said term, and also to bear a proportionable part of the expense of repairing party walls, and of repairing and cleansing the common sewers and watercourses belonging to the said premises, in common with others; with liberty for the said (*lessor*) [his heirs and assigns (1), or his or their surveyor, at any time and from time to time during the said term] to enter upon the premises at all reasonable times (giving days previous notice thereof), to examine into the state of the repairs thereof; and also, at any time within the last six months of the said term, on like notice being given, to take an inventory of the fixtures; and also to affix upon some conspicuous part of the premises, notice of the premises being to be letten at the expiration of the said term, and to shew them to all persons desiring to see the same. AND ALSO, that the said (*lessee*) shall not assign (2)

(1) If the lessor have only a term of years in the premises, say, "executors and administrators," instead of "heirs," throughout the precedent.

(2) It appears to be now settled, that a lessor under an agreement for a lease to contain all usual covenants is not entitled to have this covenant inserted, unless it be expressly so stipulated, *Church v. Browne*, 15 Ves. 258, and cases there cited.

over, underlet, or otherwise part with the said premises, or any part thereof, or his interest therein, without the consent in writing of the said (*lessor*) [his heirs or assigns], (with a proviso nevertheless, that such consent shall not be unreasonably withheld, nor any sum of money or other premium be required for granting the same); nor without the like consent carry on or suffer to be carried on upon any part of the said premises the trade or business of an ale-house keeper, butcher, baker, tallow-chandler, soap-maker, working smith, or any other noxious, offensive, or noisy trade or business whatsoever, nor permit any sale by public auction to be at any time had upon the premises (1). AND ALSO a proviso, empowering the said (*lessor*) [his heirs and assigns], to re-enter upon the said premises on non-payment of the said yearly rent by the space of days next after the same

LEASES.

AGREEMENTS.

Freeholds.

Not to permit noxious trades to be carried on, &c.

Power of re-entry by lessor on non-payment of rent, &c.

(1) Add here such other covenants, &c. on the part of the lessee, as may have been agreed upon between the parties; as that the lessee shall insure against fire, not make alterations on the premises, &c. &c. (see *post*, No. VIII.); taking care, if it be an underlease, to enumerate those which are contained in the lease granted to the lessor.

Further covenants.

If tenant hold under an agreement for a lease, stipulating the covenants to be contained in the lease with a right of entry, &c. on breach, he shall, after the first year, it is said, be considered as tenant from year to year, and ejectment may be maintained against him, although no lease have been executed, *Doe dem. Oldershaw v. Breach*, 6 Esp. Rep. 106; but the lessor cannot distrain till the end of the year, there being no implied demise till then, *Hegan v. Johnson*, 2 Taunt. 148.

Agreement for lease makes a yearly tenant.

LEASES.AGREEMENTS.Freeholds.Other reason-
able covenants.Covenants, &c.
to be contained
in the lease on
the part of the
lessor.Suspension of
rent in case of
fire.Bankruptcy of
lessee.Covenant for
the title.Grantor a
lessee.

shall become due, or on the bankruptcy (1) or insolvency of the said (*lessee*), or on non-performance of any of the covenants to be contained in the said lease, on the tenant's part to be performed.

AND ALSO all such other reasonable covenants, clauses, and agreements by and on the part of the said (*lessee*), his executors, administrators, [and assigns], as are usual or proper in leases of a like nature; and in case of dispute or difference of opinion [between the said (*lessor*), his heirs or assigns, and the said (*lessee*), his executors, administrators or assigns in respect thereof], the same shall be referred to three arbitrators, to be named as is usual in other cases of submission to arbitration.

AND IT IS HEREBY FURTHER DECLARED and agreed, that the said lease shall contain, on the part of the said (*lessor*) [his heirs and assigns (2)], if required by the lessee, [his executors, administrators, or assigns], a covenant or declaration, that he the said (*lessor*) hath full and sufficient power and authority to grant the said lease on the terms and conditions therein contained. AND

(1) If the lessee, under an agreement for a lease, become a bankrupt, it seems that the landlord will not be compellable to grant the lease either to him or his assignees, see *Moyses v. Little*, 2 Vern. 194; *Weatherall v. Geering*, 12 Ves. 513; *Buckland v. Hall*, 8 Ves. 75; and see 2 *Rose*, 147, 2 *Ball and Beat*. 9. 16.

(2) Covenants for the title or further assurance on the part of the lessor, are seldom inserted in leases, but there appears to be no sufficient reason for this omission; and see *post*, No. VIII.

If the grantor be only a lessee of the premises, say, "executors, administrators, and assigns," instead of "heirs and assigns," in this and the following covenants.

ALSO a proviso for the suspension or reasonable abatement of the rent thereby to be reserved during so much of the said term of _____ years as the said premises, or any material part thereof, shall remain uninhabitable or useless, by reason of fire, storm, or tempest (1); with a provision for referring the same to arbitration, in case of any dispute in respect of the time or proportion of such suspension or abatement. AND ALSO a covenant by and on the part of the said (*lessor*) [his heirs and assigns], to rebuild (2), or repair, in a substantial manner, and with all proper expedition, such parts of the said premises as shall be consumed or damaged by fire, storm, or tempest. AND, &c. (3). AND ALSO, that the said (*lessee*) [his executors, administrators, and assigns], duly paying the yearly rent, and performing and observing the covenants and agreements in the said lease, to be reserved and kept respectively, shall hold and enjoy the said premises during the said term, free from disturbance by the said (*lessor*) [his heirs or assigns],

LEASES.

AGREEMENTS.

Freeholds.

Landlord to rebuild if premises destroyed.

Tenant on payment of rent, &c. quietly enjoy.

(1) If the tenant is to repair or paint the outward part of the premises to be demised (which is not unusual), add here, **Repairs.**

“ And also to keep in good and substantial repair the roof, wooden frames, and other woodwork on the outward parts of the said demised premises, during the said term.”

And also to rebuild, &c. *as above*.

(2) This, it has been determined, is not a usual covenant, and should therefore be particularly mentioned, if wished to be inserted in the lease, Doe dem. *Ellis v. Sandham*, 1 Durnf. and E. 705. **Landlord to rebuild not an usual covenant.**

(3) Add here such other covenants, &c. on the part of the landlord, as may have been agreed upon between the parties. **Covenants.**

LEASES. or any person claiming under or in trust for him
AGREEMENTS. the said (*lessor*) or any of his ancestors (1). AND
Freeholds. moreover, a covenant on the part of the said
 Further assurance by lessor. (*lessor*) [his heirs, executors, administrators, and assigns], that he [and they] will, at the request and expense in all things of the said (*lessee*) [his executors, administrators, or assigns], execute any such further assurance to him and them, as shall be deemed requisite for securing such quiet enjoyment as aforesaid.

Proviso for determining the lease.

AND it is also further agreed by and between the parties hereto, that there shall be contained in the lease so to be granted as aforesaid, a proviso empowering either of them the said parties [their respective heirs, executors, administrators, or assigns], to determine the said lease at the end of the first seven or fourteen years of the said term of years, on giving six months notice thereof.

Agreement not to be affected by intervening accidents.

AND it is further agreed and declared that the destruction of the said premises by fire or other cause, shall not vacate the present contract, but the same shall remain in force, as if no such accident had happened (2). AND it is hereby lastly

Tenant to pay expenses of agreement, &c.

Underlease.

(1) If the grantor be lessee only of the premises, omit,
 " Or any of his ancestors."

But if the title of the lessor be not inspected, his covenants should be general against all men, see *post*, No. VIII.

Destruction of the premises.

(2) As a difference of opinion has prevailed as to whether a person shall be bound by his agreement for a lease if the premises should be destroyed before the time at which his tenancy was to commence, see *Phillipson v. Leigh*, 1 Esp. Rep. 983, it

declared and agreed, that the expense of these presents, and of such lease and counterpart as aforesaid, including a reasonable fee to the counsel of the said (*lessor*), [his heirs or assigns], to prepare or settle the said lease, shall be borne and paid by the said (*lessee*) [his executors, administrators, or assigns], (*or* equally by and between the said parties hereto). IN WITNESS whereof the said parties have hereunto interchangeably set their hands the day and year first above written (1).

LEASES.

AGREEMENTS.

Freeholds.

becomes necessary to insert a provision for that event in the articles of agreement.

(1) If the agreement be entered into by a bailiff or other agent on the part of the lessor or lessee, say,

Bailiff or agent
of lessor or
lessee.

“IN WITNESS, &c. the said (*lessor*) or (*lessee*) has hereunto set his hand by the said (*agent*) as his attorney lawfully constituted.”

And see *ante*, Vol. I. No. II. n. (1) and (S1).

* * * See also notes and variations to the first and second LEASES, *post*, Nos. VIII. and IX. also *ante*, No. I. p. 1, *et seq.*

LEASES:

AGREEMENTS:

Copyholds.

No. II.

*An Agreement to grant a Lease of a Copyhold
Messuage, &c.*

Variations, &c. as in No. I. (1).

ARTICLES of AGREEMENT entered into this
 day of _____ in the year of our
 Lord _____ . BETWEEN (*the lessor*) of, &c.
 [for himself, his heirs, executors, and ad-
 ministrators*] (2), of the one part, and (*the lessee*)
 of, &c. [for himself, his executors, ad-
 ministrators, and assigns], of the other part, as
 follow: THAT is to say (3), the said (*lessor*) in
 consideration of the rent (4), covenants, and
 agreements hereinafter contained on the part of
 the said (*lessee*), [his executors, administrators,

Parties.

Lessor agrees
to grant a lease.

Brevity.

Agent.

Tenant for life.

Consideration.

(1) See also *post*, No. XVIII.

* The words within brackets may be omitted where brevity is particularly required:

(2) Where the agreement is entered into by a steward or other agent of the lessor or lessee, see *ante*, p. 2, n. (3).(3) If the lessor be tenant for life or lease under a power, see *ante*, p. 3, n. (2).(4) If a consideration be paid for the lease, see *ante*, p. 3, n. (4).

and assigns], to be paid, performed, and observed respectively, doth hereby covenant and agree with the said (*lessee*), [his executors, administrators, and assigns], that he the said (*lessor*), [his heirs or assigns] (1), shall and will on or before the day of now next ensuing, upon request made to him [or them] in writing, under the hand of the said (*lessee*), [his executors, administrators, or assigns, for that purpose], grant and execute unto the said (*lessee*), [his executors, administrators, and assigns], if the lord or lords, lady or ladies of the manor or manors, whereof the said premises are holden, shall consent thereunto, and if, according to the custom or customs of the said manor, the same may be so demised without prejudice or forfeiture (2), but not otherwise, a good and effectual demise or lease (to be prepared or approved by the counsel of the said (*lessee*)) of ALL that customary or copyhold messuage or tenement, &c. (3). To HOLD the same unto the said (*lessee*), his executors, administrators, and assigns, for the term of years (4), to be

LEASES.

AGREEMENTS.

Copyholds.

For years
at the rent of
L.

(1) If the lessor have a term only in the premises, or be seized, &c. in right of his wife, see *ante*, p. 5, n. (3).

(2) By the general custom of manors, a copyholder cannot grant leases for a longer period than one year without the lord's licence; if therefore such licence have not been already obtained, the above qualifications are necessary to protect the lessor from a breach of covenant if it should be refused.

Licence necessary.

(3) See description of different species of hereditaments, IN-
DEX *voc.* PARCELS.

Parcels.

(4) If a licence to demise be refused, or is not meant to be procured, say "for the term of one year." See above, n. (2).

Licence refused.

for such part thereof as the said premises shall be untenable by reason of fire, storm, or tempest, in which case a reasonable abatement is to be made, as hereinafter is mentioned. And also a covenant to keep the said messuage or tenement with the appurtenances in substantial tenantable repair in all things during the said term (damage by fire, storm, or tempest only excepted), with liberty for the said (*lessor*) [his heirs and assigns] (1), or his or their surveyor, at any time, and from time to time during the term, to enter upon the premises at all seasonable times (giving three days previous notice thereof) to examine into the state of the repairs thereof, and also at any time within the last six months of the said term, upon like notice given, to take an inventory of fixtures, and also to affix upon some conspicuous part of the premises, notice of the premises being to be letten at the expiration of the said term, and to shew them to all persons desiring to see the same. AND FURTHER, that the said (*lessee*) shall not assign over, underlet, or otherwise part with the said premises or his interest therein, or any part thereof, without the consent in writing of the said (*lessor*) [his heirs or assigns]; but nevertheless with a proviso to be therein contained, that such consent shall not be unreasonably withheld, nor any sum of money or other premium required for granting the same; nor without the

LEASES.

AGREEMENTS.

Copyholds.

To keep premises in repair.

Liberty for landlord to view repairs.

Tenant not to assign without consent.

Nor permit noxious trades.

(1) If the lessor have a term for years only in the premises, Underlease. say, "executors and administrators," instead of "heirs."

for the term and rent, and under and subject to the proviso and agreements therein contained, and also a proviso for the suspension or reasonable abatement of the rent thereby to be reserved, during so much of the said term of _____ years as the said premises or any material part thereof shall remain uninhabitable or useless, by reason of fire, storm, or tempest, with a proviso for referring the same to arbitration, in case of any dispute in respect of the time or proportion of such suspension or abatement. And also a covenant on the part of the said (*lessor*), [his heirs and assigns] to repair and rebuild in a substantial manner and with all proper expedition, such parts of the said premises as shall be consumed or damaged by fire, storm, or tempest; AND, &c. (1). And also that the said (*lessee*) [his executors, administrators, or assigns] duly paying the yearly rent, and performing and observing the covenants in the said lease to be reserved and contained respectively, shall hold and enjoy the said premises during the said term, free from disturbance by the said (*lessor*) [his heirs or assigns] or other person claiming under or in trust for him or his ancestors; and that he and they shall and will execute all further reasonable assurances for that purpose (2).

LEASES.

AGREEMENTS.

Coppholds.

Suspension of rent.

Lessor to rebuild.

Tenant on payment of rent, quietly to enjoy.

(1) Add here such other covenants, &c. on the part of the landlord, as may have been agreed upon between the parties. Covenants.

(2) Here may be inserted a proviso, that the lease shall be determinable by either party on notice; see *ante*, No. I. p. 12, margin.

LEASES.**AGREEMENTS.***Copyholds.*

If lessor unable
to obtain licence,
agreement to
be void.

Agreement not
to be affected
by intervening
accidents.

PROVIDED ALWAYS, and it is hereby agreed, that in case the said (*lessor*) [his heirs or assigns] shall not be able to obtain the consent of the lord or lady of the said manor to demise the said premises for the said term of _____ years hereby agreed to be granted thereof, these presents shall be void and of none effect, so far as the same relates to the said term of _____ years; and then and in such case the same shall be construed to be an agreement for the demise of the said premises for the term of one year only, or such other longer term for which the same can be lawfully granted by the custom of the said manor, at and under the rent and covenants hereinbefore mentioned, with a covenant in the said lease to be contained on the part of the said (*lessor*) [his heirs and assigns], that he and they shall and will permit and suffer the said (*lessee*) [his executors, administrators, and assigns], to have, hold, and quietly enjoy the said premises from year to year until the full end and term of _____ years hereby agreed to be granted thereof as aforesaid. And it is hereby further agreed and declared, that these presents shall not be vacated or affected by the damage or destruction of the said premises by fire or other accident, between the date hereof and the execution of the said lease so hereby agreed to be granted thereof as aforesaid. And it is hereby lastly agreed and declared that the expense of these presents, and of the lease and counterpart, so to be executed as aforesaid, shall be equally borne and

paid by the said parties hereto [their respective
executors, administrators, or assigns]. IN WIT-
NESS, &c. (1).

LEASES.

AGREEMENTS.

Copyholds.

(1) If the agreement is to be executed by the steward or other Agent
agent on the part of the lessor or lessee, see *ante*, No. I. p. 13,
n. (1).

LEASES.

AGREEMENTS.

Farm.

No. III.

*An Agreement for a Lease of a Freehold Farm,
and Lands, by the Owner of the Inheritance.*

Variations where the Lands are Copyhold.

*Where the Lessor is Tenant in Tail; Tenant for Life;
seised in Right of his Wife; or demises under a
Power.*

*Also where the Lessor has himself only a Term in
the Premises, &c. &c.*

ARTICLES OF AGREEMENT, entered into this
day of [* in the year of the
reign, &c. and] in the year of our Lord .
Parties. BETWEEN (*the lessor*) of, &c. for himself,
his [heirs (1), executors, and administrators](2), of
the one part, and (*the lessee*) of, &c. [for him-
self, his executors, administrators, and assigns], of
Agreement for the other part, as follow, that is to say (3), [the
a lease.

Brevity.

* N. B. The words within brackets may be omitted where
extreme brevity is desired.

Underlease.

(1) If the lessor have a term for years only in the premises
to be demised, say, "executors and administrators," instead of
"heirs," throughout the precedent.

Agent.

(2) If the agreement be entered into by the bailiff or other
person, as agent of the lessor or lessee, see No. I. p. 2, n. (3).

(3) If the lessor be tenant for life, or grant the lease under a
power, &c. see No. I. p. 3, n. (2).

said (*lessor*) in consideration of the rents (1), covenants, and agreements hereinafter contained on the part of the said (*lessee*) [his executors, administrators, and assigns], to be paid, performed, and observed respectively, doth hereby covenant and agree with and to the said (*lessee*) [his executors, administrators, and assigns], that he the said (*lessor*) [his heirs or assigns], (2), shall and will, on or before the day of now next ensuing, upon request made to him [or them in writing, under the hand of the said (*lessee*) his executors, administrators, or assigns] for that purpose, grant and execute unto the said (*lessee*) [his executors, administrators, or assigns]; a good and effectual demise or lease, to be prepared or approved by the counsel of the said (*lessor*) or [of his heirs or assigns] of ALL that messuage or tenement, and dwelling-house, situated, &c. AND also all those pieces or parcels of arable and pasture, meadow, and other lands thereto belonging, [that is to say, ALL that, &c.] called or known by the name of Farm, as the same are now, or late were in the occupation of, &c. (3)

LEASES.

AGREEMENTS.

Farm.

(1) If a consideration be paid for the lease, see No. I. p. 3, Consideration. n. (4).

(2) If the lessor have a term only in the premises, or be seised in right of his wife, &c. see No. I. p. 4. n. (1). Underlease.

(3) If the lands, &c. intended to be demised, have already been letten to farm, it will be sufficient, without mentioning the name and situation of each piece of land, to describe them by,

“ ALL that messuage, farm, and lands, situated at , Parcels.

<p>LEASES.</p> <hr/> <p>AGREEMENTS.</p> <hr/> <p style="text-align: center;"><i>Farm.</i></p> <hr/> <p>For years at the yearly rent of £.</p>	<p>except timber and other trees, &c. &c. To HOLD the same unto the said (<i>lessee</i>) his executors, administrators, and assigns for the term of years (1), to be computed from the day of (2) at the yearly rent of £ clear of all taxes and abatements whatsoever, (except the land tax), to be paid quarterly, at Lady day, Midsummer, Michaelmas, and Christmas, O. S. in each year, with an additional rent of per acre, for converting arable into pasture, or pasture into arable land (3). AND IT IS HEREBY DECLARED AND AGREED, that there shall be contained in the said lease by and on the part of the said (<i>lessee</i>) [his executors, administrators, and assigns], a covenant for payment of the said yearly rent, in the manner aforesaid, and all taxes, assessments, and other deductions, except as aforesaid, during the said term, save only during such time as the said premises shall be untenable by reason of fire, storm, or tempest, in which case, a proportionate</p>
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Covenants to be contained in the lease on the part of the lessee.

To pay rent and taxes.

and called containing in the whole acres, or thereabouts, as the same was and were late in the tenure and occupation of .”

Tenant in tail, &c.

(1) If the lessor be tenant in tail, or seised in right of his wife, or an ecclesiastical person, or tenant for life, &c. with power to grant leases, see No. I. p. 5, n. (8).

Copyholds.

(2) If the premises be copyhold, see *ante*, No. II. p. 15, n. (2).

Lease determinable.

If the lease be intended to be determinable on notice, see No. I. p. 5, n. (4).

Lessor's title.

(3) Here may be inserted an agreement that the lessee shall or shall not be at liberty to investigate the title of the lessor; see *ante*, No. I. p. 6, n. (3).

abatement is to be made by reason thereof. AND also, a covenant to keep the said messuage, barns, buildings, and premises, with the appurtenances, in substantial and tenantable repair, in all things, during the said term, (damage by fire, storm, or tempest only excepted), the said (*lessor*) his heirs or assigns, finding rough timber for that purpose; and also to insure the same against loss by fire, in the sum of £ with liberty for the said (*lessor*) his heirs or assigns, or his or their surveyor, alone or with others, to enter upon the premises at all seasonable times, (giving three days previous notice thereof) to examine into the state of the repairs thereof, and also at any time in the last six months of the said term, upon like notice, to take an inventory of fixtures, and also to affix upon some conspicuous part of the premises, notice of the premises being to be letten at the expiration of the said term, and to show them to all persons desiring to see the same. AND further, that the said (*lessee*) shall not assign over, underlet, or otherwise part with the said premises, or his interest therein, or any part thereof, without the consent in writing of the said (*lessor*) his heirs or assigns, so that the same be not unreasonably withheld, nor any sum of money, or other premium required for granting the same. AND in the said lease shall also be contained all usual and other proper covenants, on the part of the said (*lessee*) [his executors, administrators, and assigns], for using and managing the said demised land, ground, and premises, in a husband-

LEASES.

AGREEMENTS.

Ferm.

Keep premises
in repair.Landlord to
view the state
of repairs.Tenant not to
assign without
consent.To use the land
in a husband-
like manner,
&c.

LEASES.

AGREEMENTS.

Form.

like manner, in all respects, and in particular (1) covenants to cut down and destroy all noxious weeds growing thereon; to lay open and spread the ant-hills and mole-hills; drain the wet and springy parts of the lands; tether and fold upon the said premises the sheep and other manurable cattle which shall be kept thereon; spend and use upon the premises, and convert into dung or compost with neat beast or other cattle, the hay, straw, chaff, fodder, and estover, which shall be produced therefrom, and spread and bestow the same upon the lands most requiring the same; prune and make new the quick and other hedges, and protect the same and the young trees from cattle and other injury; keep the orchards well stocked with fruit trees of the best kind. AND also, &c. (2). AND also covenants that the said (*lessee*) [his executors, administrators, or assigns], shall not cut down or destroy any timber or timber like trees, (except for necessary repairs) nor cut or plash the quick hedges, under years growth; nor grow more than two successive crops

Covenants to
be inserted.

(1) The covenants proper to be introduced in a lease of this kind must, of course, depend on the nature of the land demised, and various other circumstances, which it were impossible here to predicate. I have therefore inserted, indiscriminately, such as are most frequently found in farming leases, leaving the selection to be made by those who may have the framing of each particular lease.

Tilling, &c.

(2) Add here such covenants relative to cropping, tilling the ground, planting young timber, &c. &c. as the nature of the farm may require.

of corn, grain, or pulse, on the arable land, without a summer tilling, and sowing turnips thereon, and feeding off the same, the first or second of the said crops to be wheat, and the other two, barley, oats, or pulse, and the last of the said crops to be mixed with clover and trefoil seed; nor take more than crops off the said lands, without laying down the same with clover or other grass for the space of one year: nor mow for hay any of the meadow or pasture grounds oftener than once in each year; nor the clover, or other artificial grass, sown on the arable land of the second year's lying; nor convert into tillage any of the meadow or pasture land. AND also covenants that the said (*lessee*) [his executors, administrators, and assigns], will, in the last year of the said demise, lay all the corn in the barns, and thresh out the same in the ensuing winter, upon the said premises, and leave the straw and chaff for the said (*lessor*) [his heirs and assigns], without any allowance for the same, and spread and dispose of the dung and compost produced in the last year of the said term, in such manner as the said (*lessor*) [his heirs or assigns], shall direct; and at the end of the said term, leave one half of the hay of the last year's growth for the benefit of the said (*lessor*) [his heirs or assigns], on being allowed the value thereof. And in which said lease shall also be contained a proviso or liberty for the said (*lessor*) his heirs or assigns, to enter at all times upon the demised premises, to fell timber, and to fish, hunt and sport on the said

 LEASES.

 AGREEMENTS.

Farm.

LEASES.

AGREEMENTS.

Farm.

Power of entry
on non-payment
of rent, &c.

premises, and to prosecute depredators, in the name of the said (*lessee*) [his executors, administrators, or assigns]. And also in the last summer of the said term, to sow any of the land with turnips; and in the last year of the said term to sow clover or other grass seeds with the corn sown by the said (*lessee*) [his executors, administrators, or assigns], to be harrowed in by him and them; and also within the said last year of the term, take inventories of fixtures; and fix up notices of the premises, being to be letten, as and when the said (*lessor*) [his heirs or assigns] shall think proper, and with free ingress, egress, and regress for all or any of the said purposes. AND also, &c. (1). AND in the said indenture of lease shall be contained a proviso empowering the said (*lessor*) [his heirs or assigns], to re-enter upon the said premises as of his former estate, in case the said rent shall be in arrear for days, or the said (*lessee*) [his executors, administrators, or assigns], shall, without such consent as aforesaid, assign or part with the said premises, or any interest therein, or fail in observing any of the covenants or agreements therein contained, or shall become bankrupt, or insolvent. TOGETHER with all such other reasonable covenants, clauses, and agreements, by and on the part of the said (*lessee*) [his executors, administrators, or assigns], as are

(1) Insert here such other privileges as may be required on the part of the lessor.

usual or proper in leases of a like nature. AND the said (*lessee*) doth hereby [for himself, his executors, administrators, or assigns], promise and agree to execute a counterpart of the said lease.

AND IT IS HEREBY FURTHER DECLARED AND AGREED, that the said lease shall contain on the part of the said (*lessor*) his heirs and assigns, a covenant that the said (*lessor*) hath lawful and full authority to grant the said lease. AND also a proviso for the suspension or abatement of the reserved rent, during so much of the said term as any part of the said premises shall remain uninhabitable or useless, by reason of fire, storm, or tempest; with reference to arbitration in case of any dispute in respect of the time or proportion of such suspension or abatement. AND also a covenant or agreement on the part of the said (*lessor*) his heirs or assigns, to rebuild or repair such part of the said premises as shall be so consumed or damaged.

AND also that the said (*lessee*) may at all times during the said demise, dig and take away marle and clay for the improvement of the lands demised, and also sufficient gravel to keep the roads in and upon the said premises in good repair.

AND also to plash and take the quick hedges and underwood, growing upon the said premises, and the tops of pollard trees, and trimmings of timber trees, for reasonable estovers, viz. catt, fire, and hedge bote; and provide or allow upon the said premises, or within three miles thereof, necessary rough timber, on the stem, and bricks, tiles, and

LEASES.

AGREEMENTS.

Form.

To execute a counterpart of the lease.

Covenants to be contained on the part of the lessor.

Right to grant the lease.

Suspension of rent if premises consumed by fire.

Lessor to rebuild if burnt down.

Lessee may dig for marle, &c.

May have underwood and loppings for estovers.

LEASES.**AGREEMENTS.****Farms.**

Lessee to have use of barns at the end of the lease.

Lessee to enjoy on payment of rent, &c.

Expenses of lease, &c.

Copyholds.

Lease determinable.

lime, for the repairs of the said premises, and the fences and gates belonging thereto, when and as often as the same shall be necessary (1). AND also to permit the said (*lessee*) [his executors, administrators, and assigns], to have the use of the barns and rick yards until the day of next after the end of the said term (2). AND also a covenant by and on the part of the said (*lessor*) his heirs and assigns, for quiet enjoyment, by the said (*lessee*) [his executors, administrators, and assigns], on his and their paying the rent, and performing and observing the covenants and agreements in the said lease to be contained respectively; and for further assurance in respect thereof if required. And it is hereby further agreed and declared, that the destruction of any part of the said premises, by fire or other accident, between the date hereof, and the said day of , shall not vacate or affect the present contract. AND it is hereby lastly agreed, that the said (*lessee*) [his executors, administrators, or assigns], shall defray the expense of these presents, and of such lease or counterpart as afore-

(1) If the lands be copyhold, the preceding agreements on the part of the landlord, for permitting the lessee to dig for marle, have timber for repairs, &c. cannot be entered into, unless warranted by the custom of the manor.

(2) If the lease is to be determinable on notice, before the end of the term, &c. see No. I. p. 13.

said, including a reasonable fee to counsel, to prepare or settle the said lease (1). IN WITNESS, &c. (2).

LEASES.

AGREEMENTS.

Form.

(1) If this expense is to be equally borne by both parties, see *Expenses. ante*, p. 12.

If the premises be copyhold, see No. II. p. 20.

Copyholds.

(2) If the agreement is to be signed by an agent on the part of the lessor or lessee, see No. I. p. 13, n. (1). *Agent.*

LEASES.AGREEMENTS.Building Lease.

No. IV.

An Agreement for granting a Lease of a Piece of Ground; and also of a House to be built thereupon.

Variations where several Houses are intended to be built.

Also where the Lessor is a Lessee, or has a partial Interest only in the Land.

Where the Lessee pays a Consideration for the Lease, &c. &c.

ARTICLES OF AGREEMENT concluded upon this day of , [* in the year of the reign, &c. and] in the year . BETWEEN (*the lessor*) of, &c. of the one part (1), and (*the lessee*) of, &c. of the other part, as follow: that is to say (2), the said (*lessor*) in consideration of the rent (3), covenants,

Parties.

Lessor covenants to demise a piece of ground and houses, &c. when built thereon.

Brevity.

Agent.

Tenant in tail.

Consideration.

* The words within brackets may, for brevity sake, be omitted.

(1) If the agreement is entered into by an agent on the part of the lessor or lessee, see No. I. p. 2, n. (3).

(2) If the lessor be tenant in tail, or the like, see No. I. p. 5, n. (3).

(3) If a consideration be paid for the intended lease, see No. I. p. 3, n. (4).

and agreements, hereinafter reserved and contained, on the part of the said (*lessee*) [his executors, administrators, and assigns], to be paid, performed, and observed, doth hereby [for himself, his heirs, executors, and administrators (1),] covenant, declare, and agree, with and to the said (*lessee*) [his executors, administrators, and assigns], in manner following, (that is to say) that when, and as soon as, or within _____ months next after the messuage (*or* messuages) and buildings hereinafter agreed to be erected, shall be (respectively) built and completed, fit for habitation, to the approbation of the said (*lessor*) [his heirs or assigns, or his or their surveyor], and the said (*lessee*) [his executors, administrators, and assigns], shall have performed all other the covenants, agreements, matters, and things hereinafter contained, on his and their parts to be done and performed, he the said (*lessor*) [his heirs or assigns] (2), shall and will, at the request and costs of the said (*lessee*) [his executors, administrators, or assigns], sign, seal, and deliver, a good and effectual demise and lease to him and them (3), of

LEASES.

AGREEMENTS.

Building Lease.

(1) If the lessor have but an estate for years only in the premises intended to be demised, say, "executors and administrators," instead of "heirs," throughout the precedent. Underlease.

(2) If the lessor be seised of the fee, or possessed of a term, in right of his wife, see No. I. p. 4, n. (1).

(3) If several houses are intended to be built, say,

Several houses.

"By several, and so many indentures of lease as he or they shall require (not exceeding one lease for each) of the messuages hereinafter mentioned."

LEASES. ALL that piece or parcel of ground, situated, &c.
AGREEMENTS. &c. and which said piece or parcel of ground is
Building Lease. more particularly delineated and described in a
 Parcel. plan or groundplot thereof, drawn in the margin
 of these presents; and also of ALL that messuage
 and dwelling-house, (*or* those several messuages
 and dwelling-houses) and other the erections and
 buildings to be hereafter built upon the said piece
 or parcel of ground by virtue of these presents.
 To HOLD for a term of _____ years, To HOLD the said piece or parcel of ground, mes-
 suage, dwelling-house, (*or* messuages, dwelling-
 houses) and premises, unto the said (*lessee*) his
 executors, administrators, and assigns, for the
 term of _____ years (1), to be computed from
 at the yearly rent of £ _____ the _____ day of _____, at the rent of a
 pepper-corn for the first year of the said term,
 and at the yearly rent (*or* several yearly rents,
 amounting to the sum) of £ _____ for the re-
 mainder of the said term, payable quarterly on
 the _____ day of _____, the _____ day of _____,
 _____, the _____ day of _____, and the
 _____ day of _____ in each year, free from land
 tax, sewers rate, and all other taxes and deductions
 whatsoever, now or hereafter being or to be assessed
 or imposed upon, or payable in respect of the said
 premises, or the said yearly rent, and whether the
 same shall be in the nature of those now in being
 or not; the first of the said quarterly payments to

Tenant in tail.

(1) If the lessor be tenant in tail, or the like, see No. I.
 p. 5, n. (2).

be made on the _____ day of _____, which
 will be in the year _____; AND IT IS HEREBY
 AGREED, that the said (*lessee*) his heirs, executors,
 administrators, and assigns, shall be at liberty to
 investigate the title of the said (*lessor*) and inspect
 the deeds and evidences thereof, and that the said
 (*lessor*) [his heirs or assigns], at his and their own
 expense shall furnish the said (*lessee*) [his exe-
 cutors, administrators, or assigns, or his and their
 solicitor] with a fair and correct abstract of the
 same, so far as shall be requisite to prove the right
 and authority of the said (*lessor*) to grant the said
 intended lease (1). AND it is hereby declared and
 agreed, that in the said lease (*or* several leases) so
 to be granted, there shall be contained all such
 usual covenants and agreements, by and on the
 parts of the said (*lessor*) and (*lessee*) respectively,
 and their respective heirs, executors, admini-
 strators, and assigns, as are usual and customary
 between landlord and tenant, in respect of pre-
 mises of a like nature and under like circum-
 stances; AND, in particular, a covenant, THAT, &c.
 (2). AND also, a covenant for the said (*lessee*)
 [his executors, administrators, or assigns,] at his
 and their own proper costs and expense, to insure,

LEASES.

AGREEMENTS.

Building Lease.

Covenants to
 be contained
 in the lease on
 the part of the
 lessee.

(1) In the case of a building lease, where the lessee by the Lessor's title.
 sum expended on the premises, becomes, as it were, a pur-
 chaser, this provision is particularly necessary and reasonable.

(2) Here insert the covenants agreed upon between the parties, Covenants.
 as in the preceding articles, No. I. p. 6, &c. see also *ibid.* notes ;
 also the covenants inserted, *post*, Prec. No. VIII.

<p>LEASES.</p> <hr/> <p>AGREEMENTS.</p> <hr/> <p><i>Building Lease.</i></p> <hr/>	<p>and keep insured, during the said term of years, the said messuage (or messuages) erections, and buildings, which shall be built upon the said piece or parcel of ground, against loss or damage by fire, to the full value thereof, in the fire-office in London, or in such other office as the said (<i>lessor</i>) his heirs or assigns, shall name for that purpose; which said insurance or insurances shall be made in the joint names of the said (<i>lessor</i>) [his heirs and assigns], and the said (<i>lessee</i>) [his executors, administrators, and assigns], and shall be made upon the said house (<i>or</i> each of the said houses) as soon as the same shall be covered in, and shall from time to time be duly and sufficiently increased, as and when the same respectively shall be completed. And the said lease (<i>or</i> leases) shall also contain the usual power for the said (<i>lessor</i>) his heirs and assigns, to re-enter upon the said premises in case of non-payment of the rent, or non-performance of any of the covenants, or agreements, on the tenant's part to be paid and performed. AND there shall also, in the said intended lease (<i>or</i> several leases) be contained on the part and behalf of the said (<i>lessor</i>) [his heirs and assigns], a covenant, that, &c. (1). AND in consideration of the premises, the said (<i>lessee</i>) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree with</p>
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Covenants to be contained on the part of the lessor.

Covenant by lessee to build, &c.

(1) Here insert the covenant for quiet enjoyment, and other covenants or agreements on the part of the landlord; see *ante*, No. I. p. 10, and see also covenants, &c. *post*, No. XVI. **TIT. BUILDING LEASE.**

and to the said (*lessor*) [his heirs and assigns], in manner following, (that is to say) that he the said (*lessee*) [his executors, administrators, or assigns], shall and will, by or before the day of

LEASES.

AGREEMENTS.

Building Lease.

which will be in the year , at his and their own proper costs, charges, and expense, under the inspection, and subject to the approbation of such surveyor as the said (*lessor*) [his heirs or assigns] shall appoint, erect, build, and completely finish, fit for habitation, a messuage or dwelling house, (*or* several messuages or dwelling houses) upon the said piece or parcel of ground hereby agreed to be demised, in front of the road leading from to , of the rate or class of building, with suitable out-offices thereunto; which said messuage, [*or* several messuages], erections, and buildings, shall be set back at least feet from the present foot-path of the road leading from to aforesaid, and the front of the said messuage, [*or* respective messuages], erections, and buildings shall be cased with seconds, or Malm stocks; and with grey gauge arches to all the windows and doors; and the covering of the roofs be of slate, or tiles and lead; and all the timber scantlings shall be of yellow fir, and not of smaller dimensions than as follows: (1) viz. the joists not less than inches

Rate and manner of building.

(1) An agreement to build should be certain and definite in its terms, for if general, as merely to lay out such a sum on a building of a certain value, it is too vague, and the court cannot decree a specific performance. *Mosely v. Virgin*, 3 Ves. 184.

LEASES. by inches, the partitions and rafters not
AGREEMENTS. less than inches by inches, the par-
Building Lease. tition plates not less than inches by
inches, and all the wall plates not less than
inches by inches, to be laid edgeways, and
the trimmer joists not to be less than inches
by inches. The gardens to be enclosed by
a inch brick fence wall, to be built with
good sound grey stock bricks. AND also shall
and will, at his and their own proper costs and
charges, make or cause to be made a good and
sound gun-barrel drain, at least inches in
diameter, to the satisfaction of the commissioners
of sewers, in whose district the same may be, in
front of the said messuage [*or several messuages*],
erections, and buildings, as and for a common
sewer, to or for the same. AND the said (*lessee*)
[his executors, administrators, and assigns], shall
and will lay out and expend, in erecting and com-
pleting such messuage and dwelling house, [*or*
messuages and dwelling houses], erections, build-
ings, and premises, the full sum of £ at the
least, and produce to the said (*lessor*) [his heirs or
assigns, or his or their surveyor], receipts, or other
sufficient and satisfactory vouchers for the same (1).

Common
sewers.

Lessee to ex-
pend the sum
of £ , and
produce
vouchers.

Provision if the
lessor assist the
lessee in build-
ing, &c.

(1) If it be understood, without being expressly so agreed, that the lessor is to assist the lessee in completing the messuages, &c. intended to be built, which is frequently the case, insert here,

Money advanc-
ed by lessor to
be a lien on the
premises.

“ Provided always, and it is hereby further agreed, that in case the said (*lessor*) [his heirs or assigns,] shall furnish

AND the said (*lessee*) doth hereby further covenant, declare, and agree that he the said (*lessee*)

LEASES.

AGREEMENTS.

Building Lease.

And to execute counterpart of lease.

or supply the said (*lessee*) [his executors, administrators, or assigns,] with bricks, timber, or other materials for erecting or completing the said messuages and buildings aforesaid, or any of them, or shall at any time advance and lend to him or them any sum or sums of money for the purpose of enabling him or them to complete the same, then and in every such case, all and every the amount in value of the said bricks, timber, or other materials (to be estimated according to the usual and fair market price thereof), which shall be so furnished or supplied by the said (*lessor*) [his heirs or assigns], and all and every the sum and sums of money which shall be so lent and advanced by the said (*lessor*) [his heirs or assigns], for the purpose aforesaid, shall immediately thereupon be and become a lien and charge upon the said piece or parcel of ground, messuages, or dwelling houses, and premises hereby agreed to be demised, and shall be repaid to him the said (*lessor*) [his executors, administrators, or assigns], on demand, together with interest for the same, after the rate of five per cent. per annum, from the respective times following, (that is to say) as to or for the amount in value of the said bricks, timber, and other materials, which shall be furnished by him or them, such interest shall be payable from the end of months next after the time or respective times at which the same shall have been so furnished, and as to or for the money so to be lent or advanced, such interest shall be payable from the time or respective times of lending or advancing the same."

If several houses are to be built, it may be added,

If several houses.

"Provided always, and it is hereby further agreed, that he the said (*lessor*) [his heirs or assigns], shall not be compelled or compellable to make or execute any demise or lease of any one or more of the said messuages or dwelling houses,

LEASES. [his executors, administrators, and assigns], shall
AGREEMENTS. and will execute and deliver to the said (*lessor*)
Building Lease. his heirs or assigns, a counterpart [*or* counter-
 parts] of the lease [*or* several leases] hereinbefore
 agreed to be granted to him and them as afore-
 said, and that such lease [*or* several leases] and

erections, or buildings aforesaid, until a sufficient number of
 them shall have been erected and finished to secure and
 answer the rent to be paid for the whole of the said piece or
 parcel of ground hereby agreed to be demised."

If the lessor furnish the lessee with money or materials to
 enable him to complete the messuages, &c. add,

Lessor assisting
 the lessee.

"Nor of such of the said messuages or tenements and
 premises then remaining undemised until the said (*lessee*)
 [his executors, administrators, or assigns], shall have fully
 paid and satisfied to the said (*lessor*) [his heirs, executors,
 administrators, or assigns], as well for all such bricks,
 timber, and other materials, which shall have been so fur-
 nished and supplied by him or them; as also all such sum
 and sums of money as shall have so been by him or them
 lent and advanced, with interest for the same, after the rate
 and from the respective periods hereinbefore mentioned, but
 that he the said (*lessor*) [his heirs or assigns], shall or law-
 fully may retain the said several messuages, or dwelling
 houses and premises, until not only the said rent shall be
 thereby sufficiently secured, but also until repayment of such
 sum or sums of money as shall have been so by him or them
 advanced as aforesaid."

Several houses.

If several houses are to be built, add,

"And there shall also in the said lease be inserted a proviso,
 of or for the apportionment of the said ground rent or sum
 of £ equally upon and between the said several houses
 so to be built, in order that no one thereof shall or may be
 liable to the payment of more than a just and equal part or
 proportion of the same."

counterparts, and all underleases to be granted by the said (*lessee*) [his executors, administrators, or assigns], and the several counterparts thereof, shall be prepared by the solicitor or counsel of the said (*lessor*) [his heirs or assigns]. PROVIDED always, and it is hereby further mutually agreed and declared between and by the said parties, that in case the said messuage or dwelling house [*or* several messuages or dwelling houses], erections, and buildings, hereinbefore agreed to be erected and built by the said (*lessee*) [his executors or administrators], as aforesaid, shall not be erected, built, and completed by him or them within the time hereinbefore limited for completing the same, or within the space of three months thence next following, then and in such case it shall be lawful for the said (*lessor*) [his heirs or assigns], to re-enter into and upon the said piece or parcel of ground, and the messuage or dwelling house [*or* several messuages or dwelling houses], erections, and buildings, which shall be then erected and built thereon, (other than such of them or such part thereof as shall have been demised by him or them in pursuance of these presents), and the same and every part thereof, (except as aforesaid) to have again, repossess, retain, and enjoy, as his or their first or former estate, freed, acquitted, and discharged of and from the agreement hereinbefore contained on the part of him the said (*lessor*) [his heirs or assigns], for making or executing such lease or leases of the said premises,

LEASES.

AGREEMENTS.

Building Lease.

Power of re-entry on non-performance of this agreement.

LEASES.AGREEMENTS.Building Lease.

(so remaining undemised as aforesaid), or any part thereof, and all actions, suits, liability, claim, and demand whatsoever in respect thereof, [any thing hereinbefore contained to the contrary, notwithstanding]. AND it is hereby declared and agreed, that until the said intended lease (*or* leases) shall be granted, in pursuance hereof, all and every the covenants, provisoes, and stipulations hereby agreed to be therein contained, in relation to the said premises therein to be comprised, shall be binding upon the parties hereto respectively, and their respective heirs, executors, administrators, and assigns, in like manner as if the said lease (*or* leases) were actually granted, and the said covenants, provisoes, and stipulations, fully set out or inserted therein. AND it is further agreed and declared that the destruction of the said premises by fire or other accident, between the date hereof and the execution of the said lease, shall not vacate the present contract, but the same shall remain in force, as if no such accident or event had happened. AND it is hereby lastly declared and agreed, that the expense of these presents, and of such lease and counterpart (*or* leases and counterparts) as aforesaid, including a reasonable fee to the counsel of the said (*lessor*) [his heirs or assigns], to prepare or settle the said lease, (*or* leases) shall be borne and paid by the said (*lessee*) [his executors, administrators, or assigns], (*or* equally by and between the said parties hereto). AND it is hereby lastly agreed, that if any doubt

Agreement not to be affected by intervening accidents.

Tenant to pay expenses of lease, &c.

or controversy shall happen as to any covenant or agreements in the said intended lease to be contained or the construction of these presents in respect thereof, the same shall be referred to two indifferent persons to be respectively named by each party as arbitrators between them. AND in case such arbitrators shall not make their award, in writing, within days after reference to them made, the same shall be referred to a third indifferent person to be forthwith named and appointed by the said two arbitrators as umpire to determine the same, within days next thereafter. And which submission, and the award or umpirage, shall be made a rule of his Majesty's Court of King's Bench, at Westminster. IN WITNESS whereof the said parties hereto have hereunto interchangeably set their hands, the day and year first above written (1).

LEASES.

AGREEMENTS.

Building Lease.

(1) If the agreement be entered into by a bailiff or other Agent, agent on the part of the lessor or lessee, see No. I. p. 13, n. (1), and see other variations, &c., subjoined to No. 1.

LEASES.AGREEMENTS.Public House.

No. V.

*An Agreement for granting a Lease of a Public House, by a Brewer &c. to a Publican.**Variations as below.*

ARTICLES of AGREEMENT entered into this day of [* in the year of the reign, &c. and] in the year of our Lord

Parties. BETWEEN (*the lessor*) of, &c. for himself, his heirs (1), executors, and administrators, of the one part, and (*the lessee*) of, &c. for himself, his heirs, executors, administrators, and assigns (2), of the other part, as follow: THAT is to say (3). The said (*lessor*) in consideration of the rent (4), cove-

Lessor covenants to grant a lease.

-
- Brevity.** * This agreement may be shortened by the omission of the words inserted within brackets.
- Underlease.** (1) If the grantor be himself a lessee only of the premises, see No. I. p. 2, notes.
- Agent.** (2) If the agreement is entered into by a bailiff or agent on the part of the lessor or lessee, see *ibid.*
- Power.** (3) If the lessor agree for the lease, by virtue of a power, see No. I. p. 3, n. (2).
- Consideration.** (4) If a consideration be paid down for granting the lease, see *ibid.* n. (4).

nants, agreements, matters and things hereinafter contained on the part of the said (*lessee*) [his executors, administrators, and assigns] to be paid, performed, and observed respectively, doth hereby covenant and agree with and to the said (*lessee*) [his executors, administrators, and assigns,] that he the said (*lessor*) [his heirs or assigns,] (1) shall and will on or before the . . . day of . . . now next ensuing, upon request made to him [or them] in writing, under the hand of the said (*lessee*) [his executors, administrators, or assigns, for that purpose] grant and execute unto the said (*lessee*) [his executors, administrators, or assigns] a good and effectual demise or lease by indenture of ALL that messuage or tenement, and public-house, situated, &c. and called or known by the name or sign of, &c. To HOLD the same unto the said (*lessee*) [his executors, administrators, or assigns,] for the term of . . . years (2), to be computed from the . . . day of . . . (determinable nevertheless, as hereinafter mentioned), at the yearly rent of £ . . . clear of all taxes, deductions, and abatements whatsoever, (except the land-tax) to be paid quarterly, at Lady Day, Midsummer, Michaelmas, and Christmas, O. S. in each year, under and subject to the covenants,

LEASES.

AGREEMENTS.

Public House.

Parcels.

For term of years,

at the yearly rent of £.

(1) If the lessor be seised, &c. of the premises in right of his wife, see No. I. p. 4, n. (1).

If he be a lessee only of the premises, see *ibid.*

(2) If the lessor be tenant in tail, &c. of the premises, see Tenant in tail. No. I. p. 5, n. (3).

LEASES.~~XXXXXXXXXX~~Public House.

Lessee agrees
to accept the
same.

Covenants, &c.
to be contained
in the lease on
the part of the
tenant.

To pay rent and
taxes.

To keep pre-
mises in repair.

Liberty for
landlord to view
repairs.

provisoes, and agreements hereinafter contained.

AND, &c. (1). AND the said (*lessee*) doth hereby agree to accept the said lease, at and under the

rent aforesaid, and subject to the covenants hereafter mentioned, on the said (*lessor*) deducing a good title to grant the same free from incumbrances.

AND IT IS HEREBY DECLARED AND

AGREED, that there shall be contained in the said lease by and on the part of the said (*lessee*) [his

executors, administrators, and assigns] a covenant for payment of the said yearly rent in the manner

aforesaid, and all taxes, assessments, and other deductions respecting the same (except as afore-

said) unless during such time as the said premises shall be untenable by reason of fire, storm, or

tempest. And also a covenant to keep the said messuage or tenement, with the appurtenances, in

substantial tenantable repair in all things during the said term, (damage by fire, storm, or tempest

only excepted); with liberty for the said (*lessor*) [his heirs or assigns] (2), or his or their surveyor,

alone or with others, to enter upon the premises at all reasonable times, to examine into the state of

the repairs thereof, and also at any time within the last six months of the said term, upon like notice,

to take an inventory of the fixtures thereupon,

Abstract.

(1) If the lessor agree to furnish an abstract of his title, see No. I. p. 6, n. (3).

Underlease.

(2) If the lessor have only a term for years in the premises, let his representatives be named by "executors and administrators," instead of "heirs," throughout the precedent.

and also to affix upon some conspicuous part of the premises, notice of the premises being to be letten at the expiration of the said term, and to shew them to all persons desiring to see the same.

AND also a covenant to insure the same premises from accidents by fire in some good and reputable office of insurance against fire in the cities of London or Westminster, in the sum of £

AND FURTHER, that the said (*lessee*) shall not permit or suffer the said premises to be converted into a private house or shop without the consent in writing of the said (*lessor*) [his heirs or assigns] first obtained for that purpose. AND that he the said (*lessee*) [his executors, administrators, and assigns,] shall keep and conduct the said public house in such regular and proper manner, that the licence or authority for vending beer or spirituous liquors therein, shall not at any time be forfeited or refused. AND FURTHER, that the said (*lessee*) shall and will take and have of the said (*lessor*) [his heirs or assigns,] all and whatsoever beer, ale, wine, brandy, and other liquors made or sold by the said (*lessor*) which the said (*lessee*) [his executors, administrators, or assigns] shall sell or consume in or upon the said premises (1). AND THAT, &c. (2).

LEASERS.

AGREEMENTS.

Public House.

To insure.

Not to convert the premises into a private house.

The house to be orderly conducted.

Tenant to have beer, &c. of the lessor.

(1) This covenant appears to be valid, and may be enforced by the lessor, provided he supply the lessee with such liquors as ought to give satisfaction to his customers. *Hollcombe v. Hewson*, 2 Campb. 391; but though valid, it is disapproved by the courts. *Jones v. Edney*, 3 Campb. 284.

(2) Insert here such other covenants on the part of the lessee as may have been agreed upon, and see No. I. p. 7, and see *ibid.* n. (1).

LEASES.

AGREEMENTS.

Public House.

Not to assign
without licence.
To quit at the
end of the
term.

Other usual
covenants.

To execute a
counterpart of
lease.

Covenants to
be contained on
the part of the
landlord.

Power to lease.

Suspension of
rent if the pre-
mises consumed
by fire.

AND moreover, that he the said (*lessee*) [his executors or administrators,] will not assign, or otherwise part with the said premises, or his interest therein, or in any part thereof, without the consent in writing of the said (*lessor*) [his heirs or assigns,] first had and obtained for that purpose. AND that he the said (*lessee*) [his executors, administrators, or assigns,] shall, upon the expiration of the said term of years, peaceably and quietly leave and yield up the said premises unto the said (*lessor*) [his heirs or assigns] in good and substantial repair in all things. AND ALSO that the said lease shall contain all other reasonable covenants, clauses, and agreements by and on the part of the said (*lessee*) [his executors, administrators, or assigns,] as are usual or proper in leases of a like nature. AND the said (*lessee*) doth hereby agree for himself [his executors, administrators, or assigns,] that he and they shall and will execute a counterpart of the said indenture of lease, on the same being tendered to him or them for that purpose, and pay all reasonable fees and expenses of preparing and executing the same. AND IT IS HEREBY DECLARED AND AGREED, that the said lease shall contain by and on the part of the said (*lessor*) [his heirs and assigns,] if required by the said (*lessee*) [his executors, administrators, or assigns,] a covenant or declaration that he the said (*lessor*) has full power and authority to grant the same on the terms and conditions therein mentioned, AND also a proviso for the suspension or reasonable abatement of rent thereby to be

reserved, during so much of the said term of years as the said premises or any material part thereof shall remain uninhabitable or useless, by reason of fire, storm, or tempest, with reference to arbitration in case of any dispute in respect of the time or proportion of such suspension or abatement. AND also a covenant on the part of the said (*lessor*) [his heirs or assigns] to rebuild or repair in a substantial manner, and with all proper expedition, such part of the said premises as shall be consumed or damaged by fire, storm, or tempest. AND that, &c. (1). And that the said (*lessee*) [his executors, administrators, or assigns,] duly paying the yearly rent, and performing and observing the covenants and agreements in the said lease to be reserved and contained respectively, shall peaceably and quietly hold and enjoy the said premises during the said term, free from disturbance by the said (*lessor*) [his heirs or assigns]. AND that the said (*lessor*) [his heirs or assigns] shall and will at all times during the said term serve and provide the said (*lessee*) [his executors, administrators, or assigns,] with such good and palatable beer, malt liquors, spirits, and compounds, at such and the same price and prices,

LEASES.

AGREEMENTS.

Public House

To rebuild if premises consumed by fire.

Tenant to have peaceable enjoyment on payment of rent.

Lessor to supply lessee with good beer, &c.

(1) Add here such other covenants as may have been agreed upon on the part of the lessor, and see No. I. p. 7, and notes there. Covenants by lessor.

If the lease is to be determinable before the expiration of the term, see No. I. p. 12. Lease determinable.

LEASES.**AGREEMENTS.***Public House.*

And change the same.

No further supply after debt contracted to a certain amount.

Agreement not to be affected by intervening accident.

Tenant to pay the expenses of the lease, &c.

and of such sort, quality, and description, as he the said (*lessor*) [his heirs or assigns,] shall be used and accustomed to provide for and deliver to his or their other customers and dealers. AND also that he the said (*lessor*) [his heirs and assigns,] will upon reasonable notice for that purpose, remove and replace such of the said liquors, spirits, or compounds, as shall prove or become unfit for sale and consumption, and in default thereof, shall forfeit and pay unto the said (*lessee*) [his executors, administrators, or assigns,] the sum of £ for every such default. And will not delay or obstruct any suit which the said (*lessee*) [his executors, administrators, or assigns,] may commence or institute for the recovery of the same. AND in the said indenture of lease shall be contained a proviso that the said (*lessor*) [his heirs or assigns] shall not be obliged or compelled to supply the said (*lessee*) [his executors, administrators, or assigns,] with any of the beer, liquors, spirits, or compounds aforesaid, after the said (*lessee*) [his executors, administrators, or assigns,] shall have contracted a debt with the said (*lessor*) his heirs or assigns, to the amount of the sum of £ for any liquors, spirits, or goods, had of him, [or them] until the same shall be fully paid and satisfied. AND it is further agreed, that the destruction of the said premises by fire or otherwise shall not affect the present contract, but the same shall continue in force, and be carried into execution, in like manner as if no such accident or event had taken place. And lastly, that the

said (*lessee*) [his executors, administrators, or assigns] shall defray the expense of these presents, and of such lease and counterpart as aforesaid, including a reasonable fee to counsel, to prepare or settle the said lease. IN WITNESS, &c. (1).

LEASES.

AGREEMENTS.

Public House.

(1) If the agreement is to be signed by the bailiff or agent of Agent. the lessor or lessee, see No. I. p. 13, n. (1); and see other variations to the same precedent.

LEASES.

AGREEMENTS.

Coal-Pits.

No. VI.

An Agreement for a Lease of Coal-pits.

Variations, where the Lease is of Lead, Copper, or other Mines.

Also other Variations, as in No. I. and as mentioned below.

ARTICLES of AGREEMENT entered into this
 day of _____ in the year of our
 Lord _____ . BETWEEN (*the lessor*) of, &c.
 [* for himself, his heirs (1), executors,
 and administrators, (2)], of the one part, and (*the
 lessee*) of, &c. [for himself, his heirs, exe-
 cutors, administrators, and assigns], of the other
 part, as follow: (that is to say (3), the said (*lessor*))

Parties.

Lessor cove-
nants to grant
a lease.

Brevity

* The words within brackets may, for the sake of brevity, be omitted throughout the precedent.

Und:release.

(1) If the intended lessor be himself a lessee only of the premises, omit the word "heirs" throughout, except in this place.

Agent.

(2) If the agreement be entered into by a steward or agent of the lessor or lessee, see No. I. p. 2, n. (3).

Power.

(3) If the agreement be by tenant for life, or other person under a power, see No. I. p. 3, n. (2).

in consideration of the rents (1), covenants, mat-
 ters, and things, hereinafter contained, on the
 part of the said (*lessee*) [his executors, admini-
 strators, and assigns], to be paid, performed, and
 observed respectively, doth hereby covenant and
 agree with and to the said (*lessee*) [his executors,
 administrators, and assigns], that he the said
 (*lessor*), [his heirs or assigns (2)] shall and will on
 or before the day of now next
 ensuing, upon request made to him [or them] in
 writing, under the hand of the said (*lessee*) [his
 executors, administrators, or assigns], for that
 purpose, grant and execute unto the said (*lessee*),
 [his executors, administrators, or assigns], a
 good and effectual demise or lease by indenture
 of ALL mines, pits, beds, veins, and depositories Parcels.
 of coal, in, out of, and from ALL that, &c. with
 liberty, licence, and authority, to dig and other-
 wise search for, and find the same, and to make
 all necessary or desirable excavations, drains, and
 watercourses, and erect all or any kind of mills,
 engines, and other machines, requisite or con-
 venient for the full and absolute use and enjoy-
 ment of the said mines, pits, and premises. To To hold the
 mines, &c. for
 years, and the
 produce abso-
 lutely.
 HAVE and to hold unto the said (*lessee*), [his exe-
 cutors, administrators, and assigns] the said mines,
 pits, beds, and depositories, for the term of

(1) If a consideration for the lease be paid down, see No. I. Consideration
 p. 3, n. (4).

(2) If the lessor be seised, or possessed in right of his wife, see Wife.
 No. I. p. 5, n. (3).

<p><u>LEASES.</u></p> <p><u>AGREEMENTS.</u></p> <p><u>Coal-Pits.</u></p>	<p>years (1), to be computed from the day of [determinable nevertheless, as hereinafter mentioned], at the yearly rent of a pepper-corn if demanded. AND TO HAVE and hold all and singular the coal and proceeds (2), that shall be obtained therefrom, during the said term from the said day of to him and them as and for his and their own proper goods and chattels, at and under the rent or sum of for every ton or stack of coals (to be measured and reckoned according to the ordinary custom and usage) which shall be found or raised in or from the said premises (3), to be paid quar- terly at Lady-day, Midsummer, Michaelmas, and Christmas, O. S. in each year, free of all abate- ments and deductions whatsoever (the land tax only excepted); AND the said (<i>lessor</i>) doth hereby agree on or before the day of to furnish an abstract of the title of him the said (<i>lessor</i>) to grant the said intended lease. AND IT IS HEREBY AGREED, that there shall be contained</p>
<p>At the rent of so much per ton, &c.</p>	
<p>Abstract of title.</p>	
<p>Covenants to be contained in the lease on the part of the lessee.</p>	

<p>Tenant in tail.</p>	<p>(1) If the lessor be tenant in tail or the like, see No. I. p. 5, note (3).</p>
<p>Lead, &c.</p>	<p>(2) If the agreement be for a lease of lead, copper, tin, or other ores or metals, say, “Ores, minerals, and metals,” Instead of “coals,” throughout.</p>
<p>Lead, &c.</p>	<p>(3) If the intended lease be of ore, &c. add, “The said ore, &c. being properly washed and cleaned for smelting, and to be weighed and paid for at the time and place of getting the same.”</p>

in the said lease, on the part of the said (*lessee*) [his executors, administrators, and assigns], a covenant for payment of the said rents in the manner and after the rate aforesaid (1), together with all taxes incident to or payable in respect of the said premises (except as aforesaid). AND also a covenant to keep just and true accounts of all coal to be raised in or from the said pits and premises; and which shall at all times be open to the inspection of the said (*lessor*) [his heirs and assigns]. AND that he the said (*lessee*), [his executors, administrators, or assigns], will at all times during the said term (unless prevented by inevitable accident), work and make trials for coal in and upon the said lands, and raise and clear the same according to the best and most improved methods of carrying on collieries, and shall and will during the first _____ years of the said term, expend the yearly sum of £

LEASES.

AGREEMENTS.

Coal Pits.

To pay rent and taxes.
To keep an account of produce.

Search for coal, &c.

(1) If the subject of the agreement be ore of any kind, add, Lerd, &c.

“ And will weigh up the said ore or metal so washed as aforesaid, within _____ days after the same shall have been procured, and give _____ days notice thereof to the said (*lessor*), his heirs or assigns.”

A lessor of mines sometimes reserves a liberty of pre-emption of the produce, in which case it may be provided, Pre-emption by lessor.

“ That there shall be contained in the said lease, a power or proviso, that the said (*lessor*), his heirs and assigns, shall have the privilege of buying all or any part of the product of the said mines, at the full value or market price thereof for the time being.”

LEASES.

AGREEMENTS.

Coal Pits.

Keep engines,
&c. in repair.

Liberty to
view.

Not to assign
without licence.

Power of re-
entry by lessor
on non-payment
of rent, &c.

at the least, in or for such the said ends and purposes. AND that he the said (*lessee*), [his executors, administrators, or assigns], will keep all the engines and machines, buildings, and other things in, upon, or about the mines, pits, and premises in good and substantial repair, state, and condition in all things during the said term. AND also will at all times when the said mines or pits shall be in work, permit the said (*lessor*), his heirs and assigns, and all other persons, under or by his permission or authority, to go into, and inspect, and view the same, either for the purpose of seeing the state and condition thereof, or for the purposes of curiosity, information, or otherwise. AND further that the said (*lessee*) shall not assign over, underlet, or otherwise part with the said premises or any part thereof, or of any interest therein (other than to a partner or partners as a co-tenant or co-tenants thereof), without the consent in writing of the said (*lessor*) [his heirs or assigns], so that such consent be not withheld without good and sufficient cause, nor any sum of money or other premium required for granting the same. And also a proviso empowering the said (*lessor*), [his heirs and assigns], to re-enter upon the said premises on non-payment of the said rent or sum thereby to be reserved by the space of twenty-one days next after the same shall become payable, and on non-performance of any of the covenants to be therein contained on the tenant's part to be performed, or upon his

bankruptcy or insolvency. AND that, &c. (1). TOGETHER with all such other reasonable and proper covenants, clauses and agreements, by and on the part of the said (*lessee*), [his executors, administrators, and assigns], as are usual in leases of a similar kind, or as shall be advised by the counsel of the said (*lessor*), [or of his heirs or assigns], and in case of dispute or difference of opinion in respect thereof, the same shall be referred to arbitration in the accustomed manner of submissions of a like nature. And the said (*lessee*) doth hereby agree to execute a counterpart of the said intended lease. AND IT IS FURTHER DECLARED AND AGREED, that the said lease shall contain on the part of the said (*lessor*) [his heirs and assigns], a covenant or declaration, that he the said (*lessor*) has lawful right to grant the said lease under and subject to the rents and covenants therein to be contained. And also that the said (*lessee*), his executors, administrators, and assigns, paying the rent, and performing and observing the covenants and agreements in the said lease to be reserved and contained, shall peaceably hold and enjoy the said premises during the said term free from disturbance by the said (*lessor*), [his heirs or assigns], or any other person or persons whomsoever. And moreover, a covenant on the part of the said (*lessor*), [his heirs, executors,

LEASES.

AGREEMENTS.

Cnal-Pitts.

Counterpart.

Covenants to be contained on the part of the lessor.

Further assurance by lessor.

(1) Add here such other covenants as have been agreed upon on the part of the lessee; see *ante*, No. I. p. 7, n. (1).

LEASES.AGREEMENTS.Cool-Pits.

Reduction of
rent.

Proviso for de-
termining the
lease.

Agreement not
to be affected
by intervening
accidents.

administrators, and assigns], that he and they, at the request and expense in all things of the said (*lessee*) [his executors, administrators, or assigns], will execute any such further assurance, to him and them, as shall be deemed requisite for securing such quiet enjoyment as aforesaid. And also a proviso that in case the said pits and premises shall not produce the quantity or number of tons of coals per week, one week with another, the said rent or payment shall be reduced to the sum of £ per annum, or the said (*lessee*), [his executors, administrators, or assigns], shall at his or their option, be at liberty to surrender and yield up the said premises, after twelve calendar months notice thereof in writing, given to the said (*lessor*), his heirs or assigns (1). And it is also further agreed by and between the said parties hereto, that there shall be contained in the lease so hereby agreed to be granted as aforesaid, a proviso empowering either of them the said parties, [their respective heirs, executors, administrators, or assigns], to determine the said lease at the end of the first seven or fourteen years of the said term of years, on giving to the other of them six months notice thereof in writing. AND it is further agreed and declared that the destruction of the said premises by fire or other cause, before the execution

(1) Add here such other covenants, &c. on the part of the landlord as may have been agreed upon between the parties.

of the said lease, shall not vacate the present contract, but the same shall remain in force, as if no such accident had happened. AND it is hereby lastly declared and agreed, that the expense of these presents, and of such lease and counterpart as aforesaid, including a reasonable fee to the counsel of the said (*lessor*), [his heirs or assigns], to prepare or settle the said lease, shall be borne and paid by the said (*lessee*), [his executors, administrators, or assigns], (*or* equally by and between the said parties hereto), IN WITNESS whereof the said parties have hereunto interchangeably set their hands the day and year first above written (1).

LEASES.

AGREEMENTS.

Coal-Pits.

Tenant to pay expenses of agreement, &c.

(1) If the agreement be entered into by a bailiff or other agent on the part of the lessor or lessee, see *ante*, No. I. p. 13, n. (1). Bailiff or agent of the lessor or lessee.

If the lands be copyhold, see *ante*, No. II.

LEASES.AGREEMENTS.Tithes.

No. VII.

An Agreement for a Lease of Tithes (1).

Variations *where Glebe Lands of the Rectory, &c. are included.*

ARTICLES OF AGREEMENT, entered into this
 day of [* in the year
 of the reign, &c. and] in the year of our Lord
 . BETWEEN (*the lessor*) of, &c.
 [for himself, his heirs, executors, and administrators], of the one part, and (*the lessee*) of, &c.
 [for himself, his heirs, executors, administrators, and assigns], of the other part (2), as follow (that is to say), the said (*lessor*) in consideration of the rents (3), covenants, and agreements hereinafter

Parties.

Brevity.

Agent.

Consideration.

(1) Of leases and agreements respecting tithes, see 4 Bac. Abr. 8vo. 50, and 6 *ibid.* 758, and see also 2 Elem. Conv. 2d Edit. ch. xi. s. iii. p. 314, *et seq.*

* If brevity be required, the words within brackets may be omitted throughout the precedent.

(2) If the agreement be entered into by the bailiff or agent of either party, see No. I. p. 2, (3).

(3) If a consideration be paid for the lease, see No. I. p. 3, n. (3).

mentioned on the part of the said (*lessee*), his [exe- PURCHASES.
 cutors, administrators, and assigns], to be paid, AGREEMENTS.
 performed, and observed, doth hereby covenant
 and agree with the said (*lessee*), [his executors, Tithes.
 administrators, and assigns], that he the said Agreement for
 (*lessor*) [or his assigns], shall and will, on or before a lease.
 the day of now next ensuing,
 upon request made to him [or them] in writing,
 under the hand of the said (*lessee*) [his executors,
 administrators, or assigns], for that purpose, grant
 and execute unto the said (*lessee*) [his executors,
 administrators, or assigns], and he the said (*lessee*)
 doth hereby consent and agree to accept and take
 a good and effectual demise or lease to be pre-
 pared by the counsel of the said (*lessor*) or his
 assigns, of ALL and all manner of tithes of corn,
 grain, and hay, and other great or rectorial tithes
 and tenths, growing, arising, renewing, or in-
 creasing in or out of the rectory of the parish
 church of aforesaid (1), together with
 all rights and appurtenances to the same be-
 longing. To HAVE, hold, and enjoy the same For a term of
 unto the said (*lessee*), his executors, administrators, years,
 and assigns, for the term of years, to
 be computed from the day of
 if he the said (*lessor*) shall so long live and con-

(1) If the agreement include the glebe, add,

Glebe.

“ And also of all arable, pasture, and other land and
 ground, to the said rectory, &c. belonging as the glebe
 thereof.”

LEASES. **AGREEMENTS.** **Tithes.**

at the yearly rent of £.

Covenants to be contained in the lease on the part of the lessee.

To pay rent.

To repair the chancel of the church.

Indemnify against dilapidations.

Barns, &c.

Insurance against fire.

tinue rector of the parish church of aforesaid, at the yearly rent of £ (1), clear of all taxes, deductions, and abatements whatsoever, payable in respect of the same premises (land tax only excepted), the said rent to be paid quarterly to the said (*lessor*) and his assigns, on the day of , the day of , the day of , in each year. **AND IT IS HEREBY DECLARED AND AGREED**, that there shall be contained in the said lease, on the part of the said (*lessee*) [his executors, administrators, and assigns], a covenant for payment of the said yearly rent in the manner, and at the times aforesaid. **AND** also to repair, sustain, and maintain the chancel (2) of the said church of . **And also that, &c. (3).** **And also a covenant to indemnify the said (*lessor*) and his successors, from all dilapidations during the continuance of**

(1) See 2 Elem. Conv. 2d Edit. p. 314, &c. relative to the term and rent of leases by ecclesiastical persons, &c.

(2) The repairs of the church belong to the parish, but those of the chancel to the parson. Carth. 360, 1 Ld. Raym. 59.

(3) If barns, &c. be intended to be leased, together with the tithes, add,

“ And also a covenant to insure the said barns and other buildings from loss by fire, in some insurance office in the City of London or Westminster, to be approved of by the said (*lessor*), his heirs or assigns, in the sum of . **And also to rebuild or repair the said premises if destroyed or damaged by fire.**”

the said lease. AND also a covenant that the said (*lessee*) [his executors or administrators], shall not assign or underlet the said premises, or any estate or interest therein, without the consent in writing of the said (*lessor*) or his assigns, so nevertheless, that such consent be not withheld, without good and sufficient cause, nor any premium or other gratuity required for granting the same. AND also a proviso empowering the said (*lessor*) and his assigns to re-enter upon the said premises, on non-payment of the said rent, or on non-performance of the covenants to be contained in the said lease on the part of the said (*lessee*) [his executors, administrators, or assigns], or on his bankruptcy or insolvency. And also all such other reasonable covenants, clauses, and agreements, by and on the part of the said (*lessee*) [his executors, administrators, and assigns], as are usual or proper in leases of a like nature. And the said (*lessee*) doth hereby agree that he the said (*lessee*) [his executors, administrators, or assigns], will execute a counterpart of the said lease, on the same being tendered to him or them for that purpose. AND IT IS HEREBY FURTHER DECLARED AND AGREED, that the said lease shall contain on the part of the said (*lessor*) a covenant that he the said (*lessor*) has power to grant the said lease. And that, &c. (1). AND also a covenant or pro-

LEASES.

AGREEMENTS.

Tithes.

Not to assign.

Lease to be void on non-payment of rent, &c.

Covenants on the part of the lessor.

Quiet enjoyment, &c.

(1) Add here such other covenants, &c. on the part of the lessor, as may have been agreed upon.

LEASES.AGREEMENTS.Tithes.

viso that the said (*lessee*), his executors, administrators, and assigns, duly paying the yearly rent, and performing and observing the covenants and agreements in the said lease to be reserved and contained, shall hold and enjoy the said tithes and premises during the said term of years, if the said (*lessor*) shall so long live and continue rector of the said church of aforesaid, free from disturbance by the said (*lessor*) or any other person whatsoever. And also a covenant for all reasonable further assurances at the request and expense of the said (*lessee*) [his executors, administrators, or assigns]. IN WITNESS, &c. (1).

Agent.

(1) If the agreement is to be signed by an agent on the part of the lessor or lessee, see No. I. p. 13, n. (1).

LEASES.

House, &c.
 (Full Form).

No. VIII.

A Lease of a Messuage or Dwelling-house for a Term of Years by the Owner of the Inheritance (1).

THIS INDENTURE, made the day of
 in the year of the reign, &c. and in the
 year of our Lord . BETWEEN (*the* Parties
lessor) of, &c. of the one part, and (*the*
lessee) of, &c. of the other part. WHEREAS, the Recital of con-
 said (*lessee*) hath agreed with the said (*lessor*) for tract for the
 a lease of the messuages, &c. (*as the case may be*) lease.
 hereinafter described, for the term of

(1) All leases of lands, tenements, or hereditaments (except Leases must be
 for a term not exceeding three years, and for which a rent in writing, ex-
 amounting at least to two-thirds of the improved annual value cept, &c.
 shall be reserved), are required by 29 Car. 2. c. 3.; to be in
 writing, and signed by the party making the same, without
 which it is declared they shall have the force and effect of estates
 at *will* only; and vide 6 East. Rep. 602; but according to a late
 decision, the meaning of the statute is, merely that such leases
 shall not operate as a *term*, and that they will therefore, not-
 withstanding the statute, vest in the lessee a tenancy from year
 to year, determinable on half a year's notice, see Clayton v.
 Blakey, 8 Durnf. and East. 3.

If the lessor be not owner of the inheritance, but himself a Lessee or assignee only of the premises, see *post*, No. X. Lessor not
 owner.

LEASES.

*House, &c.
(Full Form).*

WITNESS, that
in consideration
of the rent and
covenants.

years, from the day of next, under and
subject to the rents and covenants hereinafter
reserved and contained. NOW THIS INDENTURE WIT-
NESSETH, that in pursuance of the said agreement,
and in consideration (2) of the yearly rent herein-
after reserved, and of the covenants and agree-
ments hereinafter contained on the part of the
said (*lessee*), his executors, administrators, and
assigns, to be respectively paid, observed, and
performed, [and also of the sum of five shillings (3)

Consideration.

(2) No other consideration is requisite for the granting of a lease, than the reservation of rent, &c. 1 Mod. 243, unless it be of charity land, in which case a fair and beneficial consideration is essential to its validity, *Attorney-General v. Blackhouse*, 17 Ves. jun. 283, 291; *Attorney-General v. Owen*, 10 Ves. jun. 555.

Bargain and
sale.

(3) Where the lessor is seized of the freehold, it may be proper in some cases to insert a pecuniary consideration, as five shillings, and use the words "bargain and sell," with those of the demise, as the lessee will then be in by the statute of uses, and have all legal advantages attending actual possession (except the maintaining an action of trespass, &c.), without entry, whilst otherwise he will, till entry, have merely an *interesse termini*; see *Geary v. Beacroft*, Carth. 66; *Barker v. Keate*, Freem. 249; 2 Mod. 249; *Lutwich v. Milton*, Cro. Ja. 604; *Sutton's Hosp.* 10 Co. 1. *Anon.* 2 Ventr. 35. *Brad. P. Bk.* s. 109; and as it is said that where a person may be in either by the common law, or by statute, he shall be in by the common law, *Flower v. Baldwin*, Cro. Car. 217; it should seem in such case to be proper to add after "hath granted, bargained, and sold," "and by way of further assurance," demised and leased.

But as the *interesse termini* will give the lessee a right of entry upon the execution of the lease or commencement of the term, notwithstanding the death of the lessor, and his right will vest in the executors of the lessee, in case of his death before

of lawful current money of England to the said (*lessor*) in hand paid by the said (*lessee*) at the time of the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,] He the said (*lessor*) HATH granted, bargained, sold, demised (4), and leased, and by these presents DOth grant, bargain, sell, demise, and lease, unto the said (*lessee*) his executors, administrators, and assigns (5), (the assigns of the said (*lessee*)) being with such licence and consent as hereinafter is

LEASES.

House, &c.
(Full Form).The lessor
demises, &c.

entry, the utility of this occurs only under particular circumstances, and need not be generally adopted.

And indeed the reservation of rent alone will, it should seem, be sufficient to give operation to the statute without any pecuniary consideration, see *Wykes v. Tyllerd*, Cro. Eliz. 595, *Barker v. Keate*, 2 Mod. 249.

Reservation of
rent a sufficient
consideration to
raise an use.

(4) The words "demise, lease, and to farm let," are the proper technical words to constitute a lease, Co. Lit. 45, 6; but they are not essential for that purpose, and see *Doe v. Archer*, 1 Bos. and Pul. 531. The word demise is held to amount to an implied covenant for quiet enjoyment, see *Spencer's case*, 5 Co. 17; and so of the word grant, *Ingeeldew v. May*, 9 Ves. 330; they are therefore material for the security of the lessee, should the usual covenant for such enjoyment be omitted or be defective; and see 1 Saund. 322, a. n. (2). Nor are they prejudicial to the lessor where such covenant is inserted, as every implied covenant is qualified and restrained by those which are expressed; *Noke's case*, 4 Co. 80. Cro. Eliz. 674, s. c.; *Merril v. Frame*, 4 Taunt. 329; *Saltein v. Melhuish*, Amb. 250. But in order to give the lessee the benefit of the demise, the lessor must have the legal possession of the land at the time, or obtain such possession by delivery of the lease on the land. Cro. Ja. 659, pl. 2.

"Demise"
amounts to a
covenant for
quiet enjoy-
ment.

(5) A power of assignment is incidental to the assignee's estate, without the word "assigns," which might therefore be omitted, *Church v. Bunn*, 15 Ves. 264, 265.

Assigna.

<p>LEASES.</p> <hr/> <p><i>House, &c.</i> (Full Form).</p> <hr/> <p>The parcels.</p>	<p>mentioned) (6), ALL that messuage or tenement, and dwelling-house, situated, &c. (7), except, &c. (8), Together with all and singular the out-houses, buildings, coach-houses, barns, stables, dove-houses, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, lawful and customary rights and privilege of common of every kind, and all and every other rights, privileges, advantages, easements, and appurtenances whatsoever to the said messuage or tenement and premises belonging, or in any wise appertaining, or with the same or any part thereof, now or heretofore lawfully or usually holden, used, occupied, or enjoyed. To HAVE AND TO HOLD the said messuage or tenement, dwelling-house, and all and singular other the</p>
<p>To hold to the lessee for the term of years.</p>	

"Assigns."

(6) The words within the parentheses, were inserted to prevent the repugnancy that has been supposed to exist where a lease is granted to a lessee, his executors, administrators, and assigns, subject to a proviso afterwards contained in the lease that he shall not assign without licence; but the precaution is now no longer necessary, as it has been determined in a late case, that the word assigns shall be taken to mean such assigns only as are by licence, or operation of law. *Weatherall v. Geering*, 12 Ves. jun. 504.

Parcels.

(7) Insert here an accurate description of the premises, according to their present situation, &c. as in a conveyance of the inheritance, but the grant of "the remainder, &c. and all the estate, &c. and all deeds, &c." introduced after such conveyances should in a lease be omitted, as inapplicable to the estate intended to be granted.

Exception.

(8) Notice here any exception which may be intended to be reserved out of the demise, as a right of way or the like.

premises hereby demised or otherwise assured, or intended so to be, with the several rights, members, and appurtenances, unto the said (*lessee*) his executors, administrators, and assigns (such assigns being with the licence hereinafter mentioned) (9), from the day of now next ensuing (10), for and during the full and complete term of years from thence next ensuing (11). YIELDING and PAYING (12) for the

LEASES.

House, &c.
(Full Form.)at the yearly
rent of

(9) See *ante*, n. (6).

(10) As delivery of possession was not necessary by the common law for creating or transferring a chattel interest, an estate for years may be made to commence at any period whether prior or subsequent to the date of the lease; but in order to have a legal estate vested in the lessee, he must enter upon the premises by virtue of the lease, as he will till then have only a right of possession, or as it is called, an *interesse termini*, and cannot maintain an action of trespass, see *ante*, n. (3).

Time of com-
mencement.

(11) It is essential to the validity of a lease, that it should have a commencement, continuance, and ending, which are either express or certain in themselves, or which may be reduced to a certainty by reference to something which is so. Co. Lit. 45. b. Anon. 1 Mod. 180. And if no time of commencement be mentioned, the lease will commence immediately. Jenk v, Ant, Ca. 69.

Ibid.

And although the lease be made to commence from a time past, as the preceding quarter day, it is to be observed that this does not give the lease retrospective inception, so as to entitle the lessee to the rents and profits accruing prior to the date of the lease, but is merely for the convenience of computation, and that the quarterly payments of the rent may fall due on the usual days of reservation. If, however, the premises are on lease at the time of the demise, such demise, by vesting in the lessee the immediate reversion expectant on the determination of the subsisting lease, will entitle him to the entire rent due for the succeeding quarter, by the rule of law that rent is incident to the reversion.

(12) These words are held to amount to a covenant for pay-

"Yielding and
paying."

mises, or any part thereof, and whether any such future taxes, rates, or assessments shall be in the nature of those now in being or not (the land-tax and sewers-rate only excepted) the first quarterly payment of the said yearly rent or sum to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will, from time to time, and at all times during the continuance of the said term hereby granted (except as hereinafter is mentioned) (14) well and truly pay or cause to be paid (15) unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current

LEASES.

House, &c.
(Full Form.)

Covenant by
 lessee to pay
 the rent re-
 served.

(14) By the 49 Geo. III. c. 121, s. 119, the lessee becoming a bankrupt, and delivering up the lease to the assignees, will be discharged from all future liability to pay or perform the rent or covenants; but the assignees are not bound to take the lease unless it be valuable, and they may try the experiment of putting it up to auction and reject it afterwards. Wheeler v. Bramah, 3 Campb. 343.

Bankruptcy of
 lessee.

(15) Although a lessor has power to distrain for his rent, yet it is proper to insert a covenant for payment of it, and also a power of re-entry if it be in arrear, as the lease may be assigned to an indigent person, where there may be no distress to be had; he will also by resorting to a distress, waive any act of forfeiture which the lessee may have committed, and which he might otherwise have taken advantage of, Pennant's case, 3 Co. 64.

Payment of
 rent.

LEASES.

*House, &c.
(Full Form.)*

And taxes,
except, &c.

money aforesaid, upon the several days and times, and in the manner hereinbefore appointed or mentioned for payment thereof, [he the said (*lessor*) his heirs or assigns, tendering unto the said (*lessee*) his executors and administrators, from time to time at his and their own expense, a sufficient discharge and acquittance for the same (16).] AND also well and truly pay, satisfy, and discharge, all and all manner of taxes (17), rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise, which now or at any time hereafter, during the said term are or may be payable, for or in respect of the said premises, or of the yearly rent hereby reserved, and whether any future taxes, rates, duties, or assessments, shall be in the nature of those now in being (18) or not (the land-tax and

Receipt.

(16) "A person who receives a rent-charge or rent-service, is not compellable to make an acquittance, but the making thereof is his own voluntary act, to which the law does not compel him." *Pennant's case*, 3 Co. 65. *sed vide* now the late stamp acts, which authorise persons paying money, to provide the proper stamp, and demand a receipt.

Taxes.

(17) The lessee should covenant to pay taxes, as well as the rent, for if he should leave the premises with taxes in arrear, the lessor might be prevented from letting the premises to a new tenant until they were paid.

Taxes.

(18) A covenant for payment of taxes, generally, will extend to such only as were in being at the time the lease was granted, unless otherwise declared. *Davenant v. Bishop of Salisbury*, 1 Vent. 223. 2 Lev. 68. And see *Hyde v. Hill*, 3 Durnf. and E. 377.

sewers rate (19) aforesaid only excepted) (20). AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair (21), and maintain and keep in repair (22) with good materials, at his and their own proper expense and costs, all and every part of the messuage, tenement, or dwelling house and

LEASES.

House, &c.
(Full Form.)Covenant by
the lessee to
keep the pre-
mises in repair.

(19) Where a tenant is allowed to deduct the land-tax, he will be intitled to deduct so much only as is assessed on the amount of his rent, and not that imposed by reason of subsequent improvement. *Whitfield v. Brandwood*, 2 Stark. 452. And he must deduct it from the rent of the current year, for if he fail, it will be considered a voluntary payment, and he will not, it is said, be allowed to retain it out of subsequent payments. See *Andrews v. Handcock*, 1 Brod. and Bing. 37, and cases there cited, 3 Moore, 278, and *Brisbane v. Davies*, 5 Taunt. 143. *Spragg v. Hammond*, 2 Brod. and Bing. 59.

Land-tax.

(20) Without this exception the tenant would, under the covenant for payment of the rent free of all deductions, be liable to pay all taxes imposed upon the landlord, as well as those properly belonging to the tenant. See *Bradbury v. Wright*, Dougl. 624; and see *Brewster v. Kitchell*, 1 Salk. 197. *Whitfield v. Brandwood*, 2 Starkie, 440.

Taxes.

(21) Although there be no agreement respecting repairs, the lessee will be bound to keep them in a tenantable state. See Lit. s. 71. Co. Lit. 54, b. 1 Saund. Rep. 322, b. n. (7). This covenant therefore does not seem essential, but to prevent disputes, is better inserted, and gives an action on the express covenant.

Repairs.

(22) A covenant to keep premises in repair, intends their being so at all times during the term, and will suppose an action for a breach before the term is expired. *Luxmore v. Robson*, 1 Barn. and Ald. 584, and see *post*, n. (29).

LEASES.*House, &c.
(Full Form.)*

And fixtures.

And bear proportion of party-walls.

And paint twice within the term.

premises hereby demised, together with the glass and other windows, window-shutters, doors, locks, fastenings, bells, partitions, cielings, floors, chimney-pieces, pavements, privies, sinks, drains, cess-pools, cisterns, pumps, wells, pipes, and water-courses, thereunto belonging: and also all such fixtures, buildings, improvements, and additions whatsoever, as at any time during the said term shall be erected or made by him the said (*lessee*) his executors, administrators, or assigns, upon the said premises or any part thereof. AND also bear, pay, and discharge a reasonable share and proportion of the charges and expenses of making, supporting, repairing, and amending all party-walls (23) and gutters which now are or at any time hereafter during the said term shall belong to the said premises, or any part thereof. AND moreover shall and will paint, or cause to be painted in good and proper oil colour all and every the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises at the end of the first and years of the said term, and paper and whitewash in a good and workmanlike manner at the end of the first and years of the said term, all and singular such part of the said premises as are respectively now

Party-wall.

(23) The lessee of a house at rack-rent, underletting it at an advanced rent, is liable to contribute to the expense of a party-wall built under 14 Geo. III. c. 78. *Sangster v. Birkhead*, 1 Bos. and Pul. 303.

painted, papered, and whitewashed; [And that he the said (*lessee*) his executors, administrators, and assigns, shall and will pay his and their due share and proportion of the charges or wages of watchmen and scavengers from time to time to be appointed for the district in which the said premises are situated.] AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will insure (24) or cause to be insured, at his and their own proper costs and expense during the said term, all and singular the messuage, tenement, or dwelling-house hereby demised, and other the erections and buildings aforesaid, against loss by fire in the insurance office, or in some other office for insurance against fire to be approved of by the said (*lessor*) his heirs or assigns, in the joint names of the said (*lessor*) his heirs or assigns, and of the said (*lessee*) his executors, administrators, or assigns, for and in the full sum of £ at the least. AND also shall and will, upon every reasonable request of the said (*lessor*) his heirs or assigns, produce unto him or them the policy, receipts, and other vouchers, of or for such insurance; and in

LEASES.

House, &c.
(Full Form.)And watchmen,
&c.Covenant by
lessee to insure
the premises.And produce
vouchers.

(24) Should the tenant fail in the performance of this covenant, by omitting to insure the premises, and thereby occasion a forfeiture of his lease, equity will not assist him. *White v. Warner*, 2 Merr. 459. *Reynolds v. Pitt*, 19 Ves. 134; for although it will relieve against forfeiture in most cases where the party injured by the breach of covenant can be placed in the same situation, *Sanders v. Pope*, 12 Ves. 290; yet as in this case, the lessor cannot see to the performance of the covenant, but must rely entirely on the tenant for the fulfilment of it, the court will not interfere in his behalf.

Insuring.

LEASES.

*House, &c.
(Full Form.)*

Insurance money to be expended in rebuilding.

default of making such insurance as aforesaid, or in producing the said policy or vouchers, it is hereby declared and agreed that the said (*lessor*) his heirs or assigns, shall be at liberty to effect the same in the aforesaid sum, and charge the premium and duty payable from time to time on account thereof, to the said (*lessee*) his executors, administrators, and assigns, with interest after the rate of five per cent. per annum, from the time of paying the same; and that he the said (*lessee*) his executors or administrators, shall and will repay the same to the said (*lessor*) his heirs and assigns, at the then next quarter day for the payment of the rent hereinbefore reserved. AND in case the said messuages or tenements and premises, or any part thereof, shall at any time during the said term be destroyed, or damaged by fire, then and as often as the same shall happen, all such sums of money as shall be paid by the proprietors of the said insurance office, by virtue or in consequence of any such policy or policies of insurance, shall forthwith, or with all convenient speed, be laid out and applied in and towards the substantially rebuilding (25), reinstating, re-

Building act.

(25) By 14 Geo. III. c. 78. usually styled the building act, s. 83. it is provided, that the directors of any insurance office may, at the request of any person interested in any houses, &c. burnt, or if they suspect fraud in the insurer. cause the money insured to be laid out in rebuilding the premises, unless the party insured, within sixty days, give good security to lay out the money, or unless it be in the mean time paid to the parties interested, to the satisfaction of the directors.

pairing, and making fit for habitation, such parts of the said premises as shall be so destroyed, or damaged as aforesaid. AND in case the sum or sums of money, which shall be paid by the proprietors of the said insurance office, shall not be sufficient for that purpose, then and in such case he the said (*lessee*) his executors, administrators, or assigns, shall and will out of his or their own proper monies, pay and make good any deficiency therein. AND it is further agreed that no abatement or suspension of the rent (96) hereby reserved, or any part thereof, shall be made to or required by the said (*lessee*), his executors, administrators, or assigns, for or on account of any such accident by fire as aforesaid, or on account of the said premises being rendered incapable of being occupied by means thereof, or during the rebuilding or reparation of the same, or on any other account whatsoever relating thereto. PROVIDED always, and it is hereby further declared and agreed, that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor, either alone or with workmen or others, twice in every year during the said term (or

LEASES.

House, &c.
(Full Form.)

If sufficient,
lessee to make
up deficiencies.

No abatement
of rent if pre-
mises burnt
down.

Power of entry
to view repairs.

(96) As no abatement of rent can be required at law on account of the premises being damaged by fire. See *Belfour v. Weston*, 1 Durnf. and East, 310. *Baker v. Holtzaffel*, 4 Taunt. 44. and a Court of Equity will give no relief, 18 Ves. 15. This proviso is not necessary; but the question having occurred, it has been here inserted to prevent the occurrence of doubts in future.

Abatement of
rent.

LEASES.House, &c.
(Full Form.)Repairs to be
done on notice.

oftener, if he or they shall see occasion) at seasonable times in the day time, [and on giving one day's previous notice thereof to the said (*lessee*) his executors, administrators, or assigns,] to enter into and upon the messuage, tenement, or dwelling house, and premises hereby demised, or any part of the same, for the purpose of viewing and examining the state and condition thereof (27), or taking a schedule or inventory of the fixtures then being thereupon. AND that in case any defects or want of reparation of the said premises, or any part thereof, or any removal of fixtures, (28) shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice (29) thereof in writing

Liberty to
enter.

(27) A lessor may enter upon the demised premises for the purpose of ascertaining the state of repairs, (and likewise it is presumed for taking an account of fixtures) without a liberty for so doing being expressly reserved, Co. Lit. 54.; such reservation is therefore not essential; but he is not bound to give any previous notice of such entry; this is therefore a proper stipulation on behalf of the lessee.

Fixtures.

(28) The old rule respecting fixtures was, that whatever was once fixed to the freehold could not afterwards be removed. *Cave v. Cave*, 2 Vern. 508. *Herlakendin's Ca.* 4 Co. 64. and the rule still holds where the question is between the heir and executor, *Poole's Ca.* 1 Salk. 848. *Quincey's Ca.* 1 Atk. 477. *Lawton v. Lawton*, 3 *ib.* 16. *Dudley v. Ward*, Amb. 113; but two exceptions are now admitted, viz. first, as between the landlord and tenant, in favour of the tenant; and secondly, as between tenant for life, or in tail, and remainder man, in favour of the executors of the former, and see *post*, n. (41). (42).

Repairs.

(29) Without this covenant on the part of the tenant that he will repair on notice given him by the lessor, no action would

being given to him or them, by the said (*lessor*) his heirs or assigns, cause the same premises to be forthwith well, and substantially repaired or amended in all things (30), and the said fixtures reinstated and replaced. AND the said (*lessee*) doth in manner and form aforesaid, further covenant and declare, that he the said (*lessee*) his executors, administrators, or assigns, shall not, nor will, at any time during the continuance of the term hereby granted, use, exercise, or carry on, nor permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement, and premises hereby demised, or any part thereof, any [or either of the trades or businesses of vintner, distiller, brewer, fruit-seller, herb-seller, coffee-house or tavern keeper, ale-house keeper, victualler, tripe boiler, butcher, or the sale of tripe or meat (31), baker, pastry-cook, poulterer, fishmonger, cheesemonger, household broker, dealer in old iron, farrier, working hatter, working cutler, chim-

LEASES.

House, &c.
(Full Form.)Not to permit
noxious trades.

lie for breach until the end of the term, because, "for any thing that may be known he may repair or rebuild before the term expire." Fitz. Nat. Br. 342, and see *ante*, n. (22).

(30) These covenants to keep and leave premises in repair; that it shall be lawful for the lessor to enter and view the repairs; and that the lessee will repair on notice, are held not to be incorporated, but distinct and separate covenants, and should not therefore be blended together. *Wood v. Day*, 1 Moore 401.

(31) It has been questioned, whether the exposing meats for sale, although slaughtered elsewhere, was a breach of this covenant, but held to be so. *Doe dem. Gorskell v. Spry*, 1 Barn. and Ald. 617

Butcher, &c.

LEASES.House, &c.
(Full Form.)Nor sales by
auction, &c.Nor convert
premises into a
shop.

ney-sweeper, bagnio-keeper, coachmaker, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, blacksmith, whitesmith, coppersmith, working-brazier, tinman, plumber, dyer, or any other] noxious, noisy, or offensive trade or business whatsoever, without the consent in writing under the hand of the said (*lessor*) his heirs or assigns, obtained for that purpose, nor without the like consent, make or cause or suffer to be made, at any time during the said term, or at or upon the expiration thereof, any public sale or auction of household goods, or other things in or upon the said demised premises, or any part thereof, nor convert the said premises, or any part thereof, into a shop, warehouse, shed for the sale of coals, potatoes, vegetables (32) or victuals of any kind whatsoever, without such consent in writing as aforesaid. And also, that he the said (*lessee*) his executors, administrators, or assigns (32*), shall not

Shop.

(32) A covenant not to convert premises into a shop, &c. nor to let to certain trades, without licence, is good, although in some measure infringing upon the freedom and competition of trade. *Macher v. Foundling Hospital*, 1 Ves. and Bea. 188.

"Assigns."

(32*) A covenant that the lessee, his executors or administrators, will not assign, does not bind his assignees. *Doe dem. Chere v. Smith*, 5 Taunt. 795. and if he himself become entitled again as assignee of his assignee, he will not be bound by the covenant, and his subsequently assigning would be no breach, hence the word assigns here appears to be material.

nor will, during the term hereby granted, give, demise, let (33), assign (34), set over, or other-

LEASES.

House, &c.
(Full Form.)

(33) A covenant not to "let, set, or demise" the premises, or any part thereof, for all or any part of the term is broken by an assignment. *Greenaway v. Adams*, 12 Ves. 395; this being a setting over of the term, but for greater certainty the subsequent words are now usually added.

Not assign, &c.
without licence.

(34) It has been determined that a covenant by the lessee not to assign the demised premises, does not extend to his underletting or parting with a *portion* only of the term, 2 Black. Rep. 766. 1 Dougl. 56, 184. 2 Durnf. and East, 366. *Church v. Brown*, 15 Ves. 258. for such covenants are to be strictly construed; which, therefore, renders it necessary to extend the restriction to underletting also.

Restriction
against as-
signing.

But letting lodgings is held not to be a breach of a covenant not to underlet, even though the restriction goes to the underletting "any part" of the premises. *Doe dem. Pitt, v. Laming*, 4 Camb. 77. Nor is the deposit of the lease as a security for money borrowed. *Ex parte Sherman*, 1 Buck. 462. Nor the bequest of a sum by will. *Fox v. Swan*, Sty. 483. Cro. Eliz. 814. 2 Term Rep. 425.

Lodgings.

Any restriction, however, against the lessee's assigning, or underletting the premises without the consent of the lessor, is inserted more on account of its having now become usual in leases, than the author's opinion of its propriety, for the inconvenience it must frequently impose as well upon the landlord as the tenant, is evident.—With respect to the *lessee*, it obliges his executors, &c. contrary to every probable supposition of practicability, to continue in the occupation of the premises after the death of the lessee, or give up the lease with all its improvements to the lessor, or to submit to such terms for leave to assign as a rapacious landlord may require.—And with respect to the *lessor* who may have an action as well against the assignee as the lessee, on the covenant for payment of rent, notwithstanding the assignment, or may distrain, he loses no advantage or remedy by the lessee's assigning, unless he voluntarily accept the assignee as tenant, and even then the only remedy he foregoes is his action against the lessee by virtue of the privity of contract which previously subsisted between them; hence his security is

LEASERS.

House, &c.
(Full Form).

wise part with (35), (except by his last will or testament) or cause or procure to be given, granted, demised, let, assigned or set over, either by the act, deed, permission or sufferance, or default of him or them, (36), the present indenture of lease, or the premises hereby demised, or any part thereof, or his or their estate, term, or interest therein, or any part of the same unto any person or persons whomsoever, without the consent and licence of the said (*lessor*) his heirs or assigns, first had and obtained under his or their hand or respective hands for that purpose; [and it is hereby further declared and agreed, that such licence, if obtained, shall not extend, or be deemed or construed to extend (unless the same be generally and unrestrictively given) to any future

generally increased rather than diminished by an assignment or underlease. The utmost extent, therefore, to which this restriction should go, seems to be to prevent an assignment or underlease by the lessee himself; or if it be extended to his executors, or administrators, then it should be confined to an *assignment* only, and not to an underlease of the premises, or else such qualifications should be admitted as are introduced within brackets in the subsequent part of this proviso; see *post*, p. 83, n. 37, see also 2 Prest. Conv. 192.

Under lease.

(35) A proviso in a lease not to assign, or otherwise part with the premises for the whole or any part of the term, is broken by an under lease as well as an assignment. *Doe ex. dem. Holland v. Wysley*, 1 Campb. 20.

Warrant of attorney.

(36) See the case of *Doe dem. Mitchinson v. Carter*, 8 Durn. and East, 57. 300. Where it was held that a warrant of attorney to confess judgment, or any other act done with an express intent to transfer the lease to another, will amount to an alienation and breach of a covenant not to assign.

assignee (37) or lessee of the said premises, or any part thereof, or be considered as a waiver of the present covenant for restraining the assignment, underletting, or disposing of the said premises, but shall from time to time, as and when the same shall be given, be limited, confined and restricted, to the particular person therein named, and to other the terms and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding (38). PROVIDED always nevertheless, that the proviso or agreement hereinbefore last contained, is and is hereby declared to be meant and intended to and for the sole end and

LEASES.

*House, &c.
(Full Form).*Licence to be
strictly con-
strued.

(37) Query the efficacy of this declaration, for if a licence be to lease to A. only, A. may assign at pleasure, and see 1 Roll, 422. 1. 10. 14 Ves. jun. 173. Where, therefore, the lessor is willing to permit the lessee to underlease or assign to a new lessee; and without allowing such lessee to assign, the lessor may be a party to the lease, in which a condition that the underleases shall not assign, &c. may be inserted; but as this will operate *pro tanto* as a new lease from the original lessor, he must be careful to see that the covenants to repair, &c. entered into by his lessee, have been performed up to the time of granting the new demise.

Future assign-
ment.

(38) A condition being an entire thing, if any part of it is dispensed with, the whole is gone; a licence to assign, &c. once given by the landlord, will, therefore, abrogate the proviso altogether, and give the lessee or his assignee liberty to assign afterwards at pleasure, see Dumpport's case, 4 Co. 119. Morgan v. Slaughter, 1 Esp. 8. Folkington v. Croft, 3 Anst. 300. 12 Ves. jun. 191; even although such licence be restricted to a particular person by name, Brumwell v. M'Pherson, 14 Ves. jun. 173; hence therefore the necessity of the restrictive words in the text, but the principle questionable, and therefore not to be extended, Macher v. Foundling Hospital, 1 Ves. and Bea. 191.

License waives
condition.

LEASES.

*House, &c.
(Full Form).*

But such licence not to be unreasonably withheld.

And to affix notice of the premises being to be letten.

intent that the said messuage, or tenement and premises, may not be assigned, or letten unto, or become the property of any indigent or other improper person or persons, and not to restrain or prevent the said (*lessee*) his executors, administrators, or assigns, from assigning, letting, parting with or disposing of the said premises, or any part thereof, or any estate or interest therein, to any respectable and responsible person or persons, who may be desirous of taking the same; and that the said (*lessor*) his heirs or assigns, shall not nor will arbitrarily, and without good and sufficient cause assigned, withhold such consent as aforesaid, nor shall nor will demand or require any sum of money, reward, premium, or gratuity, for giving or granting the same.] AND moreover, the said (*lessee*) doth hereby covenant, declare, and agree with and to the said (*lessor*) his heirs and assigns (39), that it shall be lawful for him and them, or his or their servants or agents, at any time or times within the last three months next preceding the expiration of the said term of _____ years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or

Notice to view. (39) This privilege is not generally reserved in leases, but it seems to be very reasonable, and it cannot be exercised without being expressly stipulated, for the lessee has the absolute enjoyment of the premises demised during the continuance of his term, free from interruption by his landlord, unless it be otherwise agreed. Co. Lit. 54.

door thereof) that the said premises will be to be letten at the expiration of the said term; and also at any seasonable time in the daytime to enter into and upon the said demised premises, or any part thereof, to show the same to any person or persons who shall be desirous of viewing the same. AND lastly, that he the said (*lessee*) his executors, administrators, and assigns, shall and will, at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, and yield up (40),

LEASES.

House, &c.
(Full Form.)And to shew
them to per-
sons.Will quit at the
end of the term.

(40) As a tenant will only be liable to continue the payment of the rent reserved in his lease, although he should refuse to deliver up possession at the expiration of his term, 1 Esp. Ca. 57, (unless previous notice to quit be given him under the stat. of 4 Geo. III. c. 28, and see now 1 Geo. IV. c. 87, *infra*) the intent of this covenant is to subject him to payment of damages in the event of his persisting to continue in possession.

Quit at end of
term.

By the act of 2 Geo. II. c. 19, tenants giving to their landlords notice to quit, and nevertheless continuing in possession, are liable to the payment of double their yearly rent so long as they shall hold over. And by 4 Geo. II. c. 28, if they hold over after the expiration of the term and notice to quit previously given by the landlord, they may be compelled to pay in future double the yearly value of the premises. But the remedy afforded to the landlord by these acts being found to be in many cases insufficient for the loss or inconvenience sustained by him, it was, by 1 Geo. IV. c. 87, enacted, sec. 1, that where the term or interest of any tenant holding, under a lease or agreement in writing, any premises for a term of years certain, or from year to year, shall have expired, or been determined either by the landlord or tenant by notice to quit, and such tenant or any claiming under him shall refuse to deliver up possession accordingly after demand in writing signed by the landlord or his agent, and the landlord shall proceed by action of ejectment

2 and 4 Geo. II.

1 Geo. IV.

LEASES.

*House, &c.
(Full Form.)*

unto the said (*lessor*), his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, and premises, hereby demised, together with the several fixtures and other things mentioned in the schedule hereunder written, or hereunto annexed, and also all other fixtures (41) which shall then be thereupon or thereunto belonging, (ranges, stoves, bells, and other things belonging to the lessee, his executors, administrators, or assigns only excepted), in a good state of repair (42) and condition, in all things (reasonable

for the recovery of possession, it shall be lawful for the court to require such tenant to undertake to give the plaintiff judgment, to be entered up as of the then next term, and also to enter into a recognizance by himself and two sureties to pay the costs and damages to be recovered in the action. But by sec. 6, if the landlord, so proceeding by way of ejectment, shall be nonsuited, and a verdict be found against him upon the merits, he shall pay double costs.

Fixtures.

(41) As to what fixtures, &c. erected by himself, a tenant may remove during the term, vide *Elwes v. Maw*, 3 East. 38, and *Dean v. Allaley*, 3 Esp. 11, and see *ante*, No. XXVIII.

Covenant to repair.

(42) A general covenant to repair and deliver up the premises, at the end of the term, extends as well to erections to be made by the lessee during the term, as those which were in being at the time of the demise, 3 Lev. 264. 2 Vern. 1126; but of those to such only as are affixed to the freehold, and not to such as rest on blocks or pattens, *Naylor v. Collinge*, 1 Taunt. 19. But as this is not generally understood by lessees to be the case, it is proper, to prevent disputes, that an express declaration to that effect should be contained in the lease. If, however, the lessee be in trade, and will probably have occasion to affix to the freehold any machines, shelves, counters, or other things for the convenience of his business, they should

allowance being made for the use and wear thereof) (43), and that without any notice being given to or required by him or them for that purpose, and in default of his or their so peaceably and quietly leaving, surrendering, and yielding up possession of the said premises, as aforesaid, he the said (*lessee*), his executors, administrators, and assigns, shall and will well and truly pay unto the said (*lessor*) his heirs or assigns, double the actual value of the said premises for so long a time as he or they shall continue in possession thereof, (the same to be paid at the days and times hereinbefore appointed for payment of the yearly rent of _____, hereby reserved), and that all and every the covenants, provisions, and agreements herein contained on the part of the said (*lessee*), his executors, administrators, and assigns, to be observed or performed, shall continue, and be obligatory and binding upon him and them in the same manner, to all intents and purposes, as if the term of _____ years hereby granted, were still in continuance and un-

LEASES.

House, &c.
 (Full Form.)

be excepted; for although it is held by the late decisions that a tenant may remove during his term such things as he has put up for the benefit of his trade, yet should he omit to do this till the expiration of the term, he cannot then remove them without becoming a trespasser. See 1 Atk. 477. 1 Hen. Blac. 258.

(43) Decays arising from reasonable wear and tear of the premises are excepted by intendment of law, 1 Esp. N. P. 277. Such decays are therefore here excepted in conformity only to common usage. Wear and tear.

LEASES.

House, &c.
(Full Form.)

Power of re-
entry on non-
payment of
rent, &c.

expired. PROVIDED always, and these presents are upon this express condition (44) nevertheless, that if the said yearly rent or sum of £ hereinbefore reserved, or made payable, or any part thereof, shall be in arrear and unpaid for the space of days next after any of the days or times hereinbefore appointed for the payment thereof, and the same shall be lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not upon such demand be fully paid up and satisfied (45); or if the said (*lessee*), his exe-

Further as-
surance.

(44) No covenants for the title are usually inserted in leases to terre-tenants for years, but simply a covenant for quiet enjoyment on performance of covenants; but as these covenants will entitle the lessee to a specific performance, or other remedy for the defect of title in his lessor, whilst the covenant for quiet enjoyment will only entitle him to damages upon a loss being actually sustained, and as lessees, by the payment of a sum in gross, or from the magnitude of their rent, are now frequently, in fact, actual purchasers of the land for the term of the demise, there appears to be no reason why their interest should not be secured by similar covenants to those entered into with other purchasers, and more particularly as the title of the lessor is seldom investigated previously to the execution of the lease, and in such case, the covenants should be general, as in the text, without being confined as in other cases to the acts of the grantor and his ancestors, &c.

"Lawfully de-
manded."

(45) The words "being lawfully demanded," are usually inserted here, instead of those immediately subsequent to the last semicolon, but under these words if the lessor fail to make the demand on the very day appointed for payment, he cannot avail himself of the benefit of the condition, *Doe dem. Foster v. Wandlass*, 7 Durnf. and East. 117; but by means of those here substituted, a right of entry is preserved to him at any time after demand on default, although subsequent to the day of payment. Vide *Buckland v. Hall*, 8 Ves. jun. 92.

cutors, administrators, or assigns, do or shall permit or suffer to be carried on upon the said demised premises, any of the offensive or other trades or businesses hereinbefore mentioned, or assign, let, set over, or otherwise part with the said premises, or his or their estate or interest therein, or any part of the same, contrary to the covenants and agreements hereinbefore contained, or shall neglect or fail in the performance or observance of any other the covenants and agreements hereinbefore contained, which by him or them are to be performed or observed, according to the true intent and meaning of the same respectively, then and from thenceforth and in either of the said cases, the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void (46); and

LEASES.

House, &c.
(*Full Form.*)

(46) The proviso usually inserted in leases is to make the lease absolutely void, on breach of the covenant, but this is a very serious proviso, for where a condition is annexed to a lease for years, the forfeiture works the instant the breach happens, and is complete without entry, and therefore cannot be waived by any subsequent act, *Wils. 169, Co. Lit. 215*, in which it differs from a condition annexed to a freehold, where the forfeiture is not complete till entry, and there may therefore be a waiver between the breach and entry. *Sexton, dem. Truman v. Boyle, 2 Ridg. p. c. 79. Water v. David, Cowp. 803. And see 2 Prest. Conv. 196*, which makes it expedient on behalf of the lessee that every cause of forfeiture should be expressly and distinctly mentioned in the lease, and see *Pennant's case, 64. Plow. 133. Finch v. Throckmorton, Cro. Eliz. 221. Pop. 25. 1 Saund. Rep. 287, n. 16. 2 Durnf. and East. 138. And instead of the proviso, declaring that on breach, the lease shall be ipso facto void, a power of re-entry only should, (on be*

Breach of condition.

Breach of condition.

LEASES.

House, &c.
(Full Form.)

the said (*lessor*) (47), his heirs and assigns, shall or lawfully may, immediately upon or at any time after any such breach, nonobservance, or nonperformance, enter into and upon the premises hereby demised, or any part thereof in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate (48), and as if these presents had not been made, (any thing hereinbefore contained to the contrary thereof in any wise notwithstanding.) AND the said (*lessor*), for himself, his heirs, executors, and administrators, doth covenant and declare, to and with the

Covenant by lessor that he has right to grant, &c.

half of the lessee), be given to the lessor, in which case the lease will continue until advantage be taken of the forfeiture by actual entry. Co. Lit. 214, b. And the condition may also be waved by by acceptance of rent, or other act acknowledging the continuance of the lease. Dumpport's case, 4 Co. 119. Pennant's case, 3 Co. 64; for cases of forfeiture are not favoured in law, Goodright v. Davis, Cowp. 803, and vid. 2 Pres. Conv. 196. Dug. 50. Cowp. 482. Cro. Eliz. 583. 2 Durnf. and East. 425.

Entry.

(47) As a right of entry always supposes an estate in the person to enter, (for it would be nugatory to enter without power to hold and receive the profits), where an estate is granted reserving a rent, the right of entry on default of payment must be reserved to the grantor and his heirs, for if to a stranger, it would be void. Smith v. Parkhurst, 3 Atk. 139.

"Former estate."

(48) The reason of its being declared that in case of any breach of covenant on the part of the lessee the lessor shall re-enter, "as of his former estate," is that the premises may return to the lessor unaffected by any charges or incumbrances which may have been created by the lessee; and as all persons deriving title from him will necessarily take with notice of such agreement between the parties, this will be the actual consequence of such a stipulation, vid. 3 Elem. Conv. 2 Ed. ch. xi. sec. vi.

said (*lessee*), his executors, administrators, and assigns, by these presents in manner following, (that is to say) that he the said (*lessor*) at the time of the sealing and delivery hereof, hath full and lawful power and authority to grant and demise the messuage or tenement, and premises hereby demised, leased, or otherwise assured, or intended so to be, at, for, and upon the rent, term, and conditions hereinbefore reserved and contained respecting the same, and according to the true intent and meaning of these presents. AND that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, at and upon the days and times, and in the manner hereinbefore appointed for payment thereof, and performing and observing the covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall and lawfully may peaceably and quietly have, hold, use, occupy, and enjoy (49) the same messuage or tenement, and premises, with their respective rights, members, and appurtenances, for and during the term of expressed to be hereby granted thereof, without

LEASES.

House, &c.
(Full Form.)

That tenant shall quietly enjoy on payment of rent and performance of covenants.

(49) See the authorities, cited *ante*, p. 67, n. (4), from which it might seem, that where the lease is made by the words "grant and demise," an express covenant for quiet enjoyment may be dispensed with, but it is beneficial for the lessor by reason of qualifying the implied covenant agreeably to the particular, and it is also in some respects preferable on the part of the lessee, as no satisfaction is allowed in equity out of the assets of the covenantor on the breach of merely an implied covenant, *Saltun v. Methuish*, Amb. 250.

Quiet enjoyment.

LEASES.

*House, &c.
(Full Form.)*

Further as-
surance.

any lawful denial, hindrance, molestation, or interruption whatsoever, of or by him the said (*lessor*) his heirs or assigns, or any other person or persons whomsoever (50). AND moreover, that he the said (*lessor*) and his heirs, and all and every person or persons so claiming or entitled as last aforesaid, shall and will from time to time, and at all times hereafter, during the term of _____ years, hereby granted as aforesaid, or intended so to be, upon every reasonable request, and at the cost and expense of the said (*lessee*) his executors, administrators, and assigns, make, do, execute, and perfect, with all requisite dispatch, all and every such further and other lawful and reasonable acts, deeds, conveyances, matters, and things whatsoever, for the further, better, and more perfectly or satisfactorily demising, leasing, assuring, and confirming the said messuage or tenement, and premises, hereby demised, or mentioned, or intended so to be, unto the said (*lessee*) his executors, administrators, and assigns, for and during all the residue or remainder which shall be then to come and unexpired by effluxion of time, of or in the said term, as he the said (*lessee*) his executors, administrators, or assigns, or his or their counsel in the

Quiet enjoy-
ment.

(50) Where the lessor's title has not been inspected and approved of by the lessee, the covenant for quiet enjoyment should be general against all the world, and see Bradl. P. Bk. 49, and *ante*, n. (44).

law, being of the degree of a barrister, shall reasonably require. IN WITNESS, &c.

SIGNED, SEALED, AND DELIVERED, &c. (51).

LEASES.

*House, &c.
(Full Form.)*

The Schedule or Inventory referred to in the above written Indenture.

FRONT KITCHEN, two closets with panelled doors and three shelves; deal dresser, with two drawers and three shelves affixed; one stone chimney-piece, with shelf over the same, and black marble hearth, &c. &c. &c.

(51) A lease for years of corporeal property need not be by deed, therefore it is not absolutely necessary (though usual) that it should be sealed or delivered. Sealing, &c.

* * It is not usual to search for incumbrances, on behalf of a lessee for years, but it is by no means unnecessary, particularly when the title of the lessor has not been investigated, which it seldom is. And see *INTROD.* vol. i. p. xcvi. Judgments.

The statutes of registration do not extend to leases at rack-rent, or leases not exceeding twenty-one years, where the actual possession or occupation goes with the lease; but when the lease is of copyhold premises, or not at rack-rent, or exceeds the term of twenty-one years, or when (although it does not exceed that term) the possession or occupation does not follow the lease, it must be registered; and see *Rigge* on *Stat. Reg.* p. 87. Registry.

As to the requisite stamp to be impressed upon a lease for years, see 55 *Geo. III. c. 184, ante INTRODUCTION.* Stamp.

LEASES.

House, &c.
(Concise Form.)

No. IX.

Lease of a House, &c. by the Owner of the Inheritance, where all Repairs are done, and Taxes paid by the Tenant.

Variations where the outer Part of the Premises are to be repaired by the Lessor, and the inner Part by the Tenant.

Where the Landlord is to rebuild if the Premises are burnt down.

Where the Rent is to cease if the Premises are burnt down.

Where the Lease is determinable on Notice.

Where it is determinable on the Death or Bankruptcy of the Lessee.

Where it is made by a Bailiff on the Part of the Lessor.

Where the Lessor has other Houses adjoining.

THIS INDENTURE made the day of
in the year of the reign, &c. and in
the year of our Lord . BETWEEN (*the*
lessor) (1) of, &c. of the one part, and (*the*

Bailiff.

(1) If the lease be granted by the steward or bailiff of the lessor, say,

“By A. B. of, &c. his steward, bailiff, or attorney, lawfully authorised on that behalf.”

lessee) of, &c. of the other part (2). WITNESSETH, that for and in consideration (3) of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, on the part of the said (*lessee*) his executors, administrators, and assigns, to be performed or observed, HE the said (*lessor*) HATH granted, demised, and leased, and by these presents, BOTH

LEASES.

House, &c.
(Concise Form.)Lessor grants,
&c.

(3) If the lease be granted in pursuance of a previous written agreement, such agreement may be here recited; but as the agreement will become nugatory on the execution of the lease, this is not material, unless to show that the lease is made conformably to the prior contract. If made, it may be in the following form.

Prior agreement.

“WHEREAS by articles of agreement bearing date the day of and made or expressed to be made between the said (*lessor*) of the one part, and the said (*lessee*) of the other part, the said (*lessor*) covenanted and agreed to execute unto the said (*lessee*) his executors, administrators, and assigns, on or before the day of then next ensuing, a valid demise or lease of the messuage or tenement and premises therein and hereinafter particularly described for the term of years, from day, then and now next ensuing, at the clear yearly rent of £ payable quarterly, and under and subject to the covenants and agreements hereinafter contained.”

Recital of articles of agreement for a lease.

(3) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, add,

Money expended in repairs.

“And also for and in consideration of the costs, charges, and expenses which he the said (*lessee*) has been at and expended (or hath hereinafter covenanted and agreed to be at and expend), in or about repairing and improving the messuage or tenement and premises hereinafter described.”

LEASES.

House, &c.
(Concise Form.)

Parcels.

To hold to the
lessee for the
term of ———
years.

grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, ALL that messuage or tenement, and dwelling-house, situated, &c. (4) together with all and singular the outhouses, buildings, yards, gardens, cellars, vaults, areas, ancient and other lights, ways, paths, passages, pipes, water-courses, and all and singular other the rights, privileges, easements, and appurtenances whatsoever, to the said messuage or tenement and premises, belonging or in any wise appertaining, or with the same or any of them now or heretofore holden, used, occupied, or enjoyed (5). To HAVE AND TO HOLD the said messuage or tenement, and dwelling house, and all and singular other premises hereby demised, or otherwise assured, or intended so to be, with their and every of their rights, members, and appurtenances, unto the said (*lessee*) his executors, administrators, and assigns, from the day of now last past, for and during the full and complete term of

Parcels.

(4) Insert here a general description of the premises according to their present situation, &c.

Lessor having
houses adjoining.

(5) If the lessor have other houses adjoining, add,

“Except and always reserved out of these presents, and the demise hereby made, the free use and enjoyment of all such drains, and passage for water, and soil, in and through such cesspools and watercourses as now do, or hereafter shall or may run or proceed through or under the premises hereby demised, or any part thereof, from any other messuages or premises belonging to the said (*lessor*) his heirs or assigns, adjoining, or near thereunto.”

years, thence next ensuing (6); **YIELDING AND PAYING** (7) for the same yearly and every year, during the said term (8), unto the said (*lessor*) his heirs and assigns, the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land tax, sewers rate, and all manner of other present and future taxes, rates, assessments, deductions, and abatements whatsoever (9); the first quarterly

LEASES.*House, &c.
(Concise Form.)*At the yearly
rent of £
clear of taxes.

(6) If the lease be determinable at any period before the expiration of the term, add, Lease determinable.

“Determinable nevertheless as hereinafter is provided.”

(7) If the rent is to cease in case of the destruction of the premises by fire, add, Cessation of rent.

“Except only in case of fire as hereinafter is mentioned.”

(8) If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or other portion of the term, say, Pepper-corn rent.

“**YIELDING AND PAYING** for the same for and during the first year of the said term, the rent of a pepper-corn, if demanded, and from and after the expiration of the first year of the said term, then yielding and paying yearly and every year,” &c. (*as in the text*).

(9) Sometimes an additional rent is reserved by way of penalty in case of assignment without consent, as, Penal rent.

“And in case the said (*lessee*) his executors or administrators, shall underlet, assign over, or otherwise part with the said premises or any part thereof, without the special licence and consent of the said (*lessor*) his heirs or assigns,

LEASES.

House, &c.
 (Concise Form.)

Covenant by
 lessee to pay
 the rent re-
 served.

payment thereof to be made on the _____ day
 of _____ now next ensuing (10). AND the said
 (*lessee*) for himself, his heirs, executors, and ad-
 ministrators, doth hereby covenant, promise, and
 declare with and to the said (*lessor*) his heirs and
 assigns, in the manner following, (that is to say)
 that he the said (*lessee*) his executors, administra-
 tors, and assigns, shall and will from time to time,
 and at all times during the continuance of the
 term hereby granted (11), well and truly pay or

first had and obtained for that purpose in writing under his
 or their hand or respective hands; then YIELDING and PAY-
 ING yearly and every year during the then residue of the said
 term unto the said (*lessor*) his heirs and assigns, the further
 or additional and increased rent or sum of _____ over and
 above any sum and sums which may be recovered or reco-
 verable by way of damage for breach of the said covenant.”

And so also for permitting noxious trades, &c. to be carried
 on, for which see *post*, No. X, p. 119, n. (1).

Insurance rent.

(10) If it be agreed that the lessor shall insure the premises
 on the part of the lessee, as more satisfactory than letting such
 insurance rest on the covenant of the lessee, the expense may be
 provided for by way of additional reservation, as,

“ And also yielding and paying unto the said (*lessor*) his
 heirs or assigns, yearly and every year during the said term
 such further and other sum or sums of money by way of ad-
 ditional reservation, as the said (*lessor*) his heirs or assigns,
 shall or may from time to time pay or expend for insuring
 the said messuages or tenements against loss or damage by
 fire in any insurance office in London or Westminster, in such
 sum or sums as he or they shall think proper, not exceeding
 the sum of £ _____ .”

Cessation of
 rent.

(11) If the rent is to cease in the event of the destruction of
 the premises by fire, add,

“ Except only in case of fire as hereinafter mentioned.”

cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore appointed for payment thereof (12); and also the land tax and sewers rate, and all other taxes, rates, assessments, and duties whatsoever, whether now imposed or payable, or hereafter to be imposed, or payable for or in respect of the said premises or any part thereof. AND also well and substantially repair and keep in repair during the said term in a workman-like manner, and with good materials, at his and their own proper expense

LEASES.

 House, &c.
 (Concise Form.)

And repair.

(12) Where the premises are part of others of the lessor for which one assessment only is made, and the whole is to be paid by the present lessee, say

Lessee to pay
 taxes of appur-
 tenant premises.

“ And also during such time or period of the said term as the said premises are or shall be assessed or rated jointly and together with the adjoining messuage and premises belonging to the said (*lessor*) shall and will bear and pay for or in respect of the taxes, rates, and assessments thereof, such yearly sum or sums as are or is now payable for the whole of the same premises upon or according to the present assessment thereof, together also with such further sum or sums (if any) as may at any time or times hereafter during the said term be payable by reason of any new or increase of taxes, parliamentary or parochial, which may hereafter be imposed upon the said premises, or any premises adjoining thereto, (so always nevertheless, that such additional sum or sums, if any, do arise by an increase of the present or the imposition of some new rates, taxes, or duties, and not by any augmentation on the present assessment, basis, or standard upon or with reference to which the present rates, taxes, or duties are now paid or payable, or charged or chargeable.)”



LEASES.

House, &c.
(Concise Form.)

and costs (13), as well all and singular the inner parts of the messuage or dwelling house, buildings, and premises hereby demised, as also all and singular the outside brick work, plastering, slating, tiling, railing, and other outer part of the same premises (14); TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be made thereupon (15). AND moreover,

Sum to be expended in repairs.

(13) If the tenan' covenant to lay out a certain sum of money in repairs within a given time, and fail in the performance, a court of equity will not relieve against the lessor's right of entry for breach of the covenant, *Bracebridge v. Buckley*, 2 Price, 900. See *vide White v. Warner*, 9 Mer. 459. *Hill v. Barclay*, 18 Ves. 56. The only case in which the court releases being for nonpayment of money, *Hill v. Barclay*, 18 Ves. 56, and see *post*, No. XV.

Fire.

(14) If the lessee is not to rebuild or repair in case of accidental fire, add,

“Damage by accidental fire or other inevitable accident only excepted.”

Without this exception as to fire the lessee would be bound to rebuild or repair although the premises were burnt down, and notwithstanding the covenant for quiet enjoyment by the lessor, *Pyn v. Blackburne*, 3 Ves. 34. *Browne v. Quitter*, Amb. 619. *Waters v. Weigate*, 2 Anst. 575. 6 Durnf. and E. 489, S. C. *Nares v. Blackburne*, 3 Anst. 687.

Premises adjoining.

(15) If the lessor have other houses adjoining, add,

“And also that he the said (*lessee*) his executors, administrators, and assigns, shall and will bear, pay, and contribute a fair and just proportion with the said (*lessor*) his heirs and assigns, or his or their other tenants or occupiers of the messuages, tenements, and buildings near adjoining to the premises hereby demised, of all costs, charges, and expenses which shall or lawfully may be from time to time, or at any time during the said term, be incurred in the forming

shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term (16). AND further, that he the said (*lessee*)

LEASES.

House, &c.
 (Concise Form.)

 And paint, &c.
 twice within
 the term.

Insure.

or making or keeping in repair or cleansing any sewers, drains, gutters, or other water-courses or easements, or party walls or fences, used or enjoyed by the said (*lessee*) his executors, administrators, or assigns in common with the said (*lessor*) or tenants or occupiers, and forthwith give notice to the said (*lessor*) his heirs or assigns, of any difference which may subsist between him or them, and the said other tenants or occupiers relating thereto."

(16) If the landlord is to keep the premises in repair, or to rebuild in case of their destruction, a proviso should be here inserted for an abatement or suspension of the rent in such cases, and the covenant for insurance in the text be omitted. Such proviso may be as follows :

Lessor to repair.

" PROVIDED always, and it is hereby agreed and declared, by and between the said (*lessor*) and (*lessee*) that in case the said demised messuage, or tenement and premises, or any part thereof, shall at any time or times, during the said term hereby demised, happen to be destroyed or damaged by fire, [storm or tempest] so as to render the same unfit for habitation, [or for carrying on the trade of the said (*lessee*) his executors or administrators,] then and in such case the rent hereinbefore reserved for the same, (or a just and proportional part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until the said premises shall have been rebuilt or repaired

 Proviso for
 abatement of
 rent, if pre-
 mises consumed
 by fire, &c.

LEASES.

*House, &c.
(Concise Form.)*

his executors, administrators, and assigns, shall and will at his and their own expense insure, or cause to be insured during the said term, all and singular the messuage or tenement, erections, buildings and premises aforesaid, in the insurance office in London, or in some other reputable office for insurances against loss by fire, to be approved of by the said (*lessor*) his heirs or assigns, in the joint names of the said (*lessor*) his heirs or assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least.

And produce
voucherr.

AND from time to time, upon every reasonable request of the said (*lessor*) his heirs or assigns, produce unto him and them an acquittance, or other voucher of or for the said insurance; and in default thereof that he the said (*lessor*) his heirs and assigns shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved, with interest after the rate of

In default
lessor may
insure.

by the said (*lessor*) his heirs or assigns, and be put in a fit state and condition for habitation; and in case of any dispute or difference of opinion between the parties interested therein, with respect to the time of such suspension, or the amount of such abatement respectively, the same shall at all times, and from time to time, be referred to the arbitrament and determination of three indifferent persons, to be named in the usual mode of reference to arbitration, and which said submission shall be by mutual bonds, and be made a rule of his Majesty's Court of King's Bench, at Westminster."

five per cent. per annum. AND in case the said premises or any part thereof shall happen to be destroyed or damaged by fire, he the said (*lessee*) his executors, administrators, and assigns, shall and will by or with the said insurance money, or otherwise cause to be substantially rebuilt or repaired, as the case may require, such parts of the premises as shall be so destroyed or damaged. AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, twice in every year during the said term (or oftener, if he or they shall see occasion) at seasonable times in the day time to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof, and of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any removal of fixtures shall be found, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing to him or them given by the said (*lessor*) his heirs or assigns, cause the same premises to be forthwith repaired and amended in all things, and the said fixtures to be reinstated and replaced. [AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the term hereby granted, convert the said messuage, tenement, or dwelling-house, or other the premises hereby demised, or any part thereof, into, or permit or suffer the same to be used as a shop, warehouse, shed, or place

LEASES.

House, &c.
(*Concise Form.*)

Power of entry
to view repairs.Repairs to be
done on notice.Lessee not to
convert pre-
mises into a
shop.

*

LEASES. of sale of any kind whatsoever, or to have any
 show or mark of trade or business thereon, or on
 any part thereof, nor use or exercise, or suffer to
 be used or exercised in or upon the said premises,
 or any part thereof, any trade or business (17)]
 whatsoever; nor shall nor will permit any public
 sale or auction to be made in or upon the said
 premises or any part thereof (18). AND also
 that he the said (*lessee*) his executors, adminis-

House, &c.
 (Concise Form.)

Nor permit
 sales by auc-
 tion.

Lessee not to
 assign without
 licence.

School.

(17) This word has been determined to comprehend the keeping of a school, which, if attempted to be carried on, will be a breach of the covenant. Doe dem. Bish v. Keeling, 1 Maule and Selw. 95, this occupation, therefore, as also those of millinery or the like should, if so intended, be expressly excepted.

Trade.

If there be no objection to a business being carried on upon the premises, instead of this covenant add the restrictive clause against noisome trades, as *ante*, p. 79.

(18) If the lessor have houses adjoining, add,

Lessee not to
 make bow win-
 dows, or ob-
 struct view,

“AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the said term, without the consent in writing, under the hand of the said (*lessor*) his heirs or assigns, convert the said messuage, &c. into any other building, or suffer the same to be used for any other purpose than a dwelling-house, or make any erection, or otherwise build upon the front area of the said messuage hereby demised, nor make any bow window or other projection in the front thereof, so as to obstruct any view from the adjoining house or houses belonging to the said (*lessor*) his heirs or assigns, nor make any other alteration whatever in the plan or elevation thereof.”

That a restriction against making bow windows, &c. is good, see Pennant's case, 3 Co. 64. Doe v. Carter, 8 Durnf. and E. 57. Doe dem. Gill v. Pearson, 6 East, 173.

Or, instead of the above proviso, say, if so agreed,

Lessee may
 make altera-
 tions.

“PROVIDED ALWAYS, and the said (*lessor*) for himself, his heirs and assigns, doth hereby covenant, promise and agree, with and to the said (*lessee*) his executors, admini-

trators, or assigns, shall not nor will during the said term demise, let, assign, set over, or otherwise part with, or cause, or procure, or by any act or deed occasion to be assigned or parted with, set over the premises hereby demised, or any part thereof, or any estate, term, or interest therein, (other than by his or their last will or testament), unto any person or persons whomsoever, without the licence and consent of the said (*lessor*) his heirs or assigns, first had and obtained under his or their hand or respective hands for that purpose. AND further, that he the said (*lessor*) his heirs or assigns, shall or lawfully may at any time or times within the last three months next preceding the expiration of the term of _____ years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said premises (not being upon any window or door

LEASES.

House, &c.
 (Concise Form.)

Lessor may affix notices at the end of the term.

trators, and assigns, that it shall be lawful for the said (*lessee*) his executors, administrators, and assigns, at his and their own proper costs and charges, from time to time, and at all or any times or time, during the term hereby granted (unless expressly forbidden for good and sufficient cause by the said (*lessor*) his heirs or assigns, in writing under his or their hand or respective hands) to make any additions or alterations to the said messuage, tenement, or dwelling-house, coach-house, stable, out-buildings, garden, plantations, ponds, waters, and premises hereby demised, or any of them, either in adding to, adorning, and beautifying the same, or varying the elevations, plans, or dispositions thereof respectively, in such way and manner as he and they at his and their free-will and pleasure may think proper, so that nevertheless, the same be not (according to common and general estimation) thereby lessened or decreased in the gross or annual value thereof."

LEASES.

House, &c.
(*Concise Form.*)

And to show
them to persons.

Lessee will quit
at the end of the
term.

thereof), that the same premises are or will be to be letten at the expiration of the said term; and also at any convenient times in the day time (giving one day's previous notice thereof,) shew and go over the said premises, or any part thereof, to or with any person or persons who shall desire to view or see the same (19). And moreover, that he the said (*lessee*), his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the

Lessor having
other houses
adjoining.

(19) If the landlord have other houses adjoining, add,

“ And also, that the said (*lessor*) his heirs and assigns, shall from time to time, and at all times during the continuance of this demise, have free liberty of watercourse in and through the said hereby demised premises, to carry off the water of or from other the messuages or tenements of or belonging to him or them near or adjoining to the said demised premises, or any of them. And that it shall and will be lawful for the workmen employed by the said (*lessor*) his heirs or assigns, or his or their lessees upon any messuage or tenement adjoining to the said premises, or any part thereof, at reasonable times in the day time to enter into and upon the same, or any of them, or any part thereof, to repair such adjoining messuage or tenement, or to empty or cleanse the cesspools, gutters, or drains of or belonging thereto, when and as often as occasion may require. And that if any dispute or controversy shall at any time or times during the continuance of the said term, arise between the said (*lessee*) his executors, administrators, or assigns, and the tenant or occupier of any of the said messuages, or tenements, near or adjoining thereto, relative to the said watercourses, drains, easements, or privileges, the same shall be from time to time settled and determined on the part of the said (*lessee*) his executors, administrators, or assigns, by the said (*lessor*) his heirs or assigns, in such manner as he or they shall think reasonable, and by any writing under his or their hand or hands shall order or direct in that behalf.”

said term, peaceably and quietly leave, surrender, and yield up unto the said (*lessor*), his heirs or assigns, all and singular the messuage or tenement, dwelling house and premises hereby demised, and all future erections or additions to or upon the same, together with the several fixtures, and other things mentioned in the schedule hereunto annexed, and also all other fixtures, then being thereupon, and not belonging to him the said (*lessee*), his executors, administrators, or assigns (20), in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted) (21), and pay or cause to be paid, and produce vouchers and acquittances for the payment of all taxes, rates, and assessments, then due, for, or in respect of the said premises. PROVIDED ALWAYS, and these

LEASES.

House, &c.
(*Concise Form.*)

(20) If the lessee be in trade, add,

“ Except only such fixtures as shall or may be erected thereupon by the said (*lessee*), his executors, administrators, or assigns, for the use and purposes of his or their trade or business.” Trade.

(21) Where it is agreed that the lessor shall keep any part of the premises in repair, it is necessary that an express covenant should be inserted in the lease for that purpose, as the whole of the repairs except those arising from natural decay, regularly falls upon the tenant. 5 Co. 14, Co. Lit. 53. 1 Saund. 323, b. n. (7). 2 Atk. 383. And it seems to be now settled, contrary to doubts formerly entertained by Holt C. J. see 1 Leon. 237, that where the lessor covenants to do repairs, the lessee, upon his neglecting to repair on notice, may do them, and deduct the expenses from his rent. See Co. Lit. 54. 1 Lord Raym. 420. 2 Anst. 575. 4 Durnf. and East. 511. The form of the covenant by the landlord to repair may be as follows :

“ And the said (*lessor*) for himself, his heirs, executors, Covenant by
lessor to repair.

LEASES.

*House, &c.
(Concise Form.)*

Power of re-
entry on non-
payment of
rent, &c.

presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall at any time during the term here demised be in arrear, and unpaid by the space of twenty-one days next after any of the days or times hereinbefore

and administrators, doth hereby covenant and declare, with and to the said (*lessee*), his executors, administrators, and assigns, by these presents, in manner following, that is to say, that he the said (*lessor*), his heirs and assigns, shall and will from time to time, and at all times during the continuance of the said term of years hereby granted, at his and their own proper costs, and expense, maintain and keep all and singular the outside brickwork, plastering, slating, tiling, and other outer parts of the said messuage or dwelling house, buildings, and premises hereby demised, in a good, substantial, and tenantable repair in all things, (reasonable notice of any defect in repairs being given to him or them by the said (*lessee*) his executors, administrators, or assigns) and also shall and will cause to be painted in good and proper oil colour the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first years of the said term of years hereby granted, and in default thereof, after such notice to him or them given as aforesaid, he the said (*lessee*) his executors, administrators, or assigns, shall or may (without prejudice to any remedy he or they may have by virtue of the covenant last aforesaid) repair or rebuild the same, and deduct and retain the costs and charges thereof from the yearly rent or rents hereby reserved."

Lessor to rebuild
in case of fire.

As it does not appear to be certain that the landlord is bound to rebuild the premises if burnt down, although there is an exception in the covenant to repair against fire. See *Weigall v. Waters*, 6 Durnf. and East. 488, see ante, n. (20). And as the tenant will be obliged to pay rent during the term, although the premises should be burnt down, unless otherwise stipulated, see *Holtzaffel v. Baker*, 18 Ves. 115, a covenant that the lessor shall rebuild, on the happening of such an event, is proper. The form of such covenant may be as follows:

appointed for the payment thereof, and demand made for the same, upon or at any time after the expiration of the said twenty-one days, or if the said (*lessee*), his executors, administrators, or assigns, do or shall neglect, or fail to perform or observe any or either of the covenants or agreements hereinbefore contained, which on his or their part are to be performed or observed, (22), then and in any of the said cases the said (*lessor*), his heirs and assigns, shall or lawfully may immediately or at any time thereafter enter into and upon the said premises, or any part thereof in the name of the whole, and repossess and enjoy the same as of his and their former estate, any thing herein

LEASES.

House, &c.
(*Concise Form.*)

“And further, that in case the messuage, buildings, and premises, hereby demised, or any part thereof, shall at any time or times during the said term be consumed, destroyed, or damaged by accidental fire, or by storm or tempest, he the said (*lessor*), his heirs or assigns, shall and will, with all due expedition, cause the same to be so rebuilt or repaired, as that the same may be as commodious and convenient in all respects as before such destruction or damage happened; and also, shall and will at the expense of the said (*lessee*), his executors, administrators, and assigns, execute a new lease of the premises for the remainder then to come of the said term, if required, and in default thereof, shall or lawfully may, &c. as *ante*, p. 108, note.”

(23) If the lease be determinable on the death, &c. of the lessee, add,

Lease determinable.

“Or if the said (*lessee*) shall depart this life, or shall become bankrupt during the term of _____ years hereby granted.”

And see *post*, p. 110, note.

If it be determinable on the bankruptcy of the lessee, add,

Lease determinable on bankruptcy of the lessee.

“Or if the said (*lessee*), his executors or administrators, shall commit any act of bankruptcy within the intent and meaning of any of the statutes made or to be made in rela-

LEASES.

House, &c.
(*Concise Form.*)

Covenant for
quiet enjoy-
ment, on pay-
ment of rent,
&c.

contained to the contrary thereof in any wise notwithstanding, but without prejudice to any action or other remedies which he or they might otherwise have had for arrears of rent, or preceding breach of covenant. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessee*), his executors, administrators, and assigns, that he and they paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, on his or their part to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy, the messuage or tenement, and all and

tion to bankrupts, wherein a commission shall issue, and he or they shall be found or declared to be a bankrupt or bankrupts, or if he or they shall make any composition with his or their creditors for the payment of his or their debts, though a commission of bankrupt does not issue, or if he or they shall make any assignment of his or their effects in trust for the benefit of his or their creditors."

Without a proviso of this kind an assignment by his assignees would not be a breach of the covenant, *Doe v. Carter*, 8 Durnf. and East. 57, 300. *Wadham v. Marlow*, 8 East. 314. n. unless the continuance of the lease be made to depend upon the actual occupation of the lessee. See *Doe v. Clarke*, 8 East. 185. *Doe dem. Ibbotson v. Hawke*, 2 *ib.* 481. *Northcote v. Duke*, Amb. 511. And that a proviso of this sort is good, see *Roe v. Galliers*, 2 Durnf. and East, 133. 3 Ves. jun. 236. *Doe dem. Mitkinson v. Carter*, 8 *ib.* 57, 300. *Buckland v. Hall*, 8 Ves. 92. *Church v. Brown*, 15 *ib.* 258. *Ex parte Sherman*, 1 Buck. 462. This, however, seems more requisite in a farming lease, where the opinion which the lessor has of the skill and other personal qualifications of his lessee is frequently the inducement to accept him as his tenant.

singular other the premises hereby demised or otherwise assured, or intended so to be, with the rights, members, and appurtenances to the same belonging, for and during the term of years expressed or intended to be hereby granted thereof (23), without any lawful or rightful hindrance, molestation, interruption or disturbance whatsoever (24), of, or by him the said (*lessor*) or any other per-

LEASES.

House, &c.
 (Concise Form.)

(23) If the lease be determinable on notice, add,

“ Determinable nevertheless as hereinafter is mentioned.”

Lessor's title.

(24) If the lessor's title to the inheritance has not been previously ascertained, the covenant for quiet enjoyment should be general against all the world. See *ante*, No. VIII. p. 67 and 91, but if it has been submitted to the counsel of the lessee and approved, the covenant may be qualified; in which case add,

“ Of or by him the said (*lessor*), his heirs or assigns, or any other person or persons, now or hereafter, lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from under, or by him, them, or any or either of them, or any of the ancestors of the said (*lessor*), or by or with his, their, or any or either of their acts, means, consent, procurement, or privity.”

If the lease be intended to be determinable on notice, add here a proviso for that purpose; but where a proviso of this kind is intended to be at the option of either party, it should be particularly so expressed, as it will otherwise be construed to be at the option of the lessee only. See *Dunn v. Spurrier*, 7 Ves. jun. 231, 3 Bos. and Pul. 399, 442, s. c. The proviso may be as follows:

Lease determinable on notice.

“ PROVIDED ALWAYS, that if the said (*lessee*), his executors, administrators, or assigns, shall be desirous to quit the said messuage or tenement, and premises, hereby demised, at the end of the first or years of the said term of years hereby granted thereof, and of such his or their desire shall give six calendar months notice thereof in writing, to the said (*lessor*), his heirs or assigns, before the expiration of the said first or years, (as the case may be), then and in such case, all arrears of rent being duly paid, (1) and covenants and agreements on the part of

LEASES.

House, &c.
(*Concise Form.*)

Money paid by
lessor for lessee]
to be deemed
rent.

son or persons whomsoever. PROVIDED always, and it is hereby agreed and declared, that all payments to be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairs, insurances, taxes, assessments, or otherwise, and all penal sums to be paid by him and them shall be deemed in the nature of rent, and he the said (*lessor*) his heirs or assigns, shall or lawfully may distrain, or otherwise proceed for recovering the same in like manner, as for the said yearly rent of £ , hereby reserved any rule of law to the contrary notwithstanding. IN WITNESS, &c.

the said (*lessee*) his executors, administrators, and assigns, observed and performed (*or if the power of determining the lease be intended to be reciprocal add*) "or if the said (*lessor*), his heirs or assigns, shall be desirous (*b*), &c. *as above*, and shall give unto the said (*lessee*), his executors, administrators, and assigns, six calendar months' notice thereof in writing, then and in either of the said cases, this lease and every clause and thing herein contained shall at the expiration of the first or years of the said term hereby granted, (whichever in the said notice shall be expressed) determine and be utterly void to all intents and purposes, in like manner as if the whole of the said term of years had run out and expired, or the said demise or lease had been made or granted for or years only, any thing in these presents contained to the contrary thereof notwithstanding, but nevertheless, without prejudice to any remedy which either of the parties or their respective representatives may have for breach of any of the covenants or agreements herein before contained."

(1) The payment of rent, &c. are in this case conditions precedent to the lessee's determining his term at the end of the period mentioned, and therefore, merely giving the notice required will be ineffectual, unless the rents and covenants are paid and performed, see *Porter v. Shepherd*, 6 Durnf. and E. 665.

If the lessee is to have the privilege of purchasing the premises, see *post*, p. 113 (A).

Lessee may
purchase.

LEASES.

House, &c.
(Concise Form.)

(A) *Proviso giving liberty to the lessee to purchase the premises.*

Lessee to have liberty of purchasing.

“ And further, that in case the said (*lessee*), his executors, administrators, or assigns, shall during the said term of years hereby granted, be desirous of purchasing the inheritance of the said premises, and of such his desire and intention shall give twelve calendar months’ notice in writing during the said term unto the said (*lessor*), his heirs or assigns, at his or their then dwelling-house, or usual place of abode, then and in such case he the said (*lessor*), his heirs or assigns, shall and will at any time during the said term of years, at the costs and charges in the law of the said (*lessee*), his heirs, executors, administrators, and assigns, convey and assure the inheritance of the said premises, with the appurtenances, unto the said (*lessee*), his executors, administrators, or assigns, or as he or they shall direct, the said (*lessee*), his executors, administrators, assigns, at the time of the execution of such conveyance and assurance, paying to the (*lessor*), his heirs or assigns, the sum of £ of lawful money of Great Britain, as the consideration money for such purchase, and also paying to him or them all arrears which shall be then due of the yearly rent of £ .”

* * See further variations subjoined to the next precedent, No. X.

LEASES.Underlease.

No. X.

*An Under-lease, or Lease granted by a Lessee or Assignee of Premises for a part of his term.**Variations where the assent of the original Lessor is requisite, &c. &c. as below. (1).*

THIS INDENTURE made the _____ day of _____
 [*in the _____ year of the reign, &c.
 and] in the year of our Lord _____ . BETWEEN
 Partics. (the lessor) of, &c. _____ of the one part (2),

Variations. (1) See also the variations, &c. subjoined to the preceding precedent, No. IX. *ante*, p. 94, *et seq.* and also the notes to No. VIII.

Brevity. * Where the lease is required to be made with all practical conciseness, the words within brackets may be omitted throughout the precedent.

Licence to demise. (2) If the licence of the original lessor be requisite to the validity of the lease, make him a party of the second part, for the purpose of testifying his consent, or his consent may be indorsed on the lease, in the form given at the foot of this precedent, rider (A.) *post*, p. 140.

Acceptance of under lessee. An acceptance of an under lessee as tenant by the landlord, with the assent of the first or original lessee, amounts to a virtual surrender of the original lease, and a redemise by the landlord, who is therefore prevented from afterwards resorting to the

and (*the lessee*) of, &c. of the other part. WHEREAS by an indenture of demise or lease, bearing date on or about the day of , which was in the year , and made or expressed to be made between, &c. the said (*original lessor*) granted and demised the messuages (*or as the case may be*) hereinafter described (amongst others, *if so*) unto the said (*present lessor*), his executors, administrators, and assigns, for the term of years, to be computed from the day of then last past, at and under the yearly rent of £ , and subject to the covenants and agreements therein contained, on the part of the said (*present lessor*), his executors, administrators, and assigns, to be observed and performed (1). AND WHEREAS the said (*lessor*) has agreed with the said (*lessee*) for a lease of the said messuage or tenement [*or the messuage or tenement hereinafter described, (being part of the premises so demised to the said (lessor) by the said in part recited indenture,)*] for a term of

LEASES.

Underlease.

Recital of original lease.

first lessee, under the original lease. *Thomas v. Cook*, 3 Barn. and Ald. 119; and see *Phipps v. Sculthorpe*, 1, *ib.* 50.

If the lease be granted in pursuance of a previous written agreement for a lease, see *ante*, No. IX. p. 95, note.

Previous agreement.

(1) If the consent of the original lessor be requisite, recite the clause of restriction, as,

Licence.

“ And in which said indenture was contained a proviso and agreement that, &c.”

Pursuing the words of the clause.

LEASES.

Underlease.

WITNESS, that
in consideration
of rent, &c.

Lessor grants,
&c.

years, to be computed from the day of
exempted from the rents and covenants in the
said in part recited indenture contained, but sub-
ject to the yearly rent, and to the performance of
the covenants and agreements hereinafter ex-
pressed concerning the same. Now THIS INDEN-
TURE WITNESSETH, that for and in consideration
(1) of the yearly rent hereinafter reserved, and of
the covenants and agreements hereinafter con-
tained, which by or on the part of the said
(*lessee*), his executors, administrators, and as-
signs, are to be paid, performed, and observed
respectively, he the said (*lessor*) HATH granted,
demised, and leased, and by these presents DOTH

Consideration.

(1) Under-leases are sometimes granted at a pepper corn
rent, in consideration of a sum of money paid down, in which
case say,

“ In consideration of the sum of £ of lawful cur-
rent money of that part of the United Kingdom of Great
Britain and Ireland called England, to the said (*lessor*) in
hand well and truly paid by the said (*lessee*) at or imme-
diately before the sealing and delivery of these presents, the
receipt whereof the said (*lessor*) doth hereby acknowledge,
and of and from the same doth acquit, release, and abso-
lutely discharge the said (*lessee*), his executors, administra-
tors, and assigns, by these presents, and in consideration of
the yearly rent, &c.” *as in the text.*

Usury.

It has been before observed, that a lease so connected in its
creation with the loan of money as to be affected by the sta-
tute of usury, will be set aside as fraudulent, but this will not
defeat the title of an innocent and *bonâ fide* under-lessee. *Molloy*
v. Irwin, 1 Sch. and Lefr. 310.

grant, demise, and lease unto the said (*lessee*), his executors, administrators, and assigns, [such assigns being with the license hereinafter expressed], ALL that messuage or tenement and dwelling house situated, &c. and now or late in the tenure or occupation of _____, or of his under tenants or assigns, abutting east on, &c. &c. except, &c. (1) together with all and singular the out-houses, buildings, coach-houses, stables, dove-houses, barns, yards, cellars, areas, vaults, ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights of common of all kinds, and all and every other the rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement, and premises belonging, or in any wise appertaining, or with the same or any part thereof, now or heretofore holden, used, occupied, or enjoyed, and also a true and attested copy or copies, when and as often as the said (*lessee*), his executors, administrators, and assigns, shall require the same, of the said in part recited indenture of lease of the _____ day of _____, the first copy thereof to be made at the expense of the said (*lessor*), his executors, administrators, or assigns, but all future copies to be made at the expense of the (*lessee*), his executors, administrators, or assigns. To HAVE AND TO HOLD the said mes-

LEASES.

Underlease.

Parcels.

To HOLD for
the term of
years.

(1) Here insert any exception out of the demise, and if the lessor have other houses adjoining, say,

“ Except and always reserved out of these presents, and Lessor having
houses adjoining.

LEASES.Underlease.

suage or tenement, dwelling house, and all and singular other the premises hereby demised, or intended so to be, with all and every the appurtenances to the same belonging, except as aforesaid, unto and by him the said (*lessee*), his executors, administrators, and assigns, [the said assigns being with such licence as aforesaid] from the day of now last past, for and during the full and complete term of years to be thence next ensuing (1), [free and clear, freed and absolutely exonerated or indemnified from the rents, covenants, and agreements, in or by the said in part recited indenture of lease reserved and contained, which by or on the part of the said (*present lessor*), his executors, administrators, or assigns, are required to be paid, performed, or observed (2)],

the demise hereby made, the free use and enjoyment of all such drains, running and passage of water, and soil, in and through such cesspools and watercourses as now do, or hereafter shall or may run or proceed through or under the said hereby demised premises, or any of them, from any other messuages or tenements belonging to the said (*lessor*), his executors, administrators, or assigns, adjoining, or near thereunto."

Attested copy. It is fit that the lessee, more particularly if he is to pay a consideration for the lease, should have an attested copy of the original lease, that he may at all times know to what he is subject under such of the covenants it may contain, which runs with the land.

Lease determinable.

- (1) If the lease is to be determinable on notice, add, "Determinable nevertheless, as hereinafter mentioned."
- (2) An under tenant, it is said, is not bound by any of the covenants contained in the original lease, *Berney v. Thorne*, 2

LEASES.Underlease.

the said (*lessor*), his executors or administrators, producing from time to time unto the said (*lessee*), his executors, administrators, and assigns, if required, a sufficient discharge of or for the then last preceding quarterly payment of rent reserved by the said in part recited indenture of lease for or in respect of the same premises;] the said payments respectively to be clear of all and all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, or abatements whatsoever, payable for or in respect of the said premises, or any part thereof, whether already or at any time hereafter to be imposed or chargeable thereupon; and whether the same or any of them shall be in the nature or in augmentation to those now in being or not, (the land tax and sewers' rate to become due or be payable in respect thereof from and after the day of last past, only excepted) [and the first quarterly payment thereof to be made on the day of next ensuing the date of these presents]. AND (1) the said (*lessee*), for himself, his heirs, executors, and administrators, doth

Covenant by
lessee to pay
the rent.

“ Save only and except such of the said quarterly payments, or a due and proportionable part thereof, as shall or may become due, whilst the messuage or tenement hereby demised, or any principal part thereof, shall or may be and remain untenable by reason of accidental fire, storm, or tempest.”

Consideration
paid down.

(1) If the lease be granted in consideration of a sum paid down at a pepper-corn rent, this covenant is of course to be omitted.

hereby covenant, promise, and agree, with and to the said (*lessor*), his executors, administrators, and assigns, in the manner following, that is to say, that he the said (*lessee*), his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the term hereby granted, (except as hereinafter mentioned) [or during such part thereof, as he or they shall or lawfully may hold and quietly enjoy the messuages and premises hereby demised, under or by virtue of these presents, free from all claims and demands of or by the said (*present lessor*) and the said (*original lessor*), and all persons claiming from under or in trust for them or either of them,] well and truly pay, or cause to be paid unto the said (*lessor*), his executors, administrators, and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days or times, and in the manner hereinbefore appointed for payment thereof, [he the said (*lessor*), his executors, administrators, and assigns, from time to time producing unto the said (*lessee*), his executors, administrators, and assigns, a sufficient acquittance or discharge for the then last quarter's rent reserved by the said in part recited indenture of demise]. PROVIDED always, &c. (1) AND also shall and will duly pay, and discharge, the land

LEASES.

Underlease.

And taxes.

(1) Here may be contained a proviso for abatement of rent on the destruction of the premises by fire, as *ante*, p. 101, n. (16), if such a proviso be contained in the original lease. Abatement of rent.

LEASES.Underlease.

And expenses of
drains, &c.

Lessee will re-
pair.

tax, sewers' rate, and all manner of other present and future taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise, and whether in the nature or in augmentation of those now in being or not, which now are, or shall or may at any time hereafter during the continuance of the said term, be lawfully assessed or charged upon or payable in respect of the said demised premises, or any part thereof, or upon the yearly rent hereby reserved, or any part thereof, or on the said (*lessor*), his executors, administrators, or assigns, in respect of the same, (the land tax and sewers' rate being allowed or abated to him and them on payment of the yearly rent hereby reserved) and also from time to time bear and pay a due part and proportion of the expense of cleansing, repairing, or renewing the drains, pipes, and water-courses, which do or shall belong to the said demised premises in common with other messuages or hereditaments, and of the watching, lighting, and paving, in respect thereof. AND also (1) that he the said (*lessee*), his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance and until the expiration of the said term, put and keep in good,

Covenants.

(1) Care should be taken on the part of the lessor that all underleases granted by him should contain on the part of the lessee, similar covenants to those which he is himself bound to perform by the original lease.

tenantable, and substantial repair, state, and condition, at his and their own proper cost and expense, all and every part of the messuage and premises hereby demised (1), (main timbers, tiles, and walls only excepted), [and all and singular the glass and other windows, window shutters, wainscoats, partitions, doors, locks, keys, bolts, bars, fastenings, cielings, floors, slabs, chimney pieces, bells, shelves, rails, pavements, grates, privies, sinks, drains, cesspools, cisterns, pumps, wells, pipes, and watercourses thereto belonging], and also all and every the erections, buildings, and additions, which shall at any time during the said term be erected upon, or made to the said premises by him the said (*lessee*), his executors, administrators, or assigns, [(damages by fire only excepted)]. AND also shall and will paint, paper, and whitewash, in a good and workmanlike manner, twice in the course of the said term, all and singular such parts of the said premises as are now painted, papered, or white-washed; and also shall and will in the last year of the said term, empty and cleanse the drains, cesspools, and watercourses belonging to the said demised premises. AND further, that it shall be lawful for the said (*lessor*) his executors, administrators, or assigns, or the said (*original lessor*) his heirs

LEASES.

Underlease.

And paint, &c.

Power for lessor
to enter to examine
repairs.

*

(1) If the lessor is to keep any part of the premises in repair, see No. IX. p. 107, n. (21). Lessor to repair.

LEASES.Underlease.

Lessee will repair, &c. on notice.

or assigns (1), either alone or with workmen or others twice in every year during the said term, at seasonable times of the day, to enter into and upon the said demised premises or any part thereof, for the purpose of viewing and examining the repairs, and other the state and condition thereof, or to take an inventory of the fixtures then being thereupon, and that in case any defects or want of reparation, or any removal of fixtures, shall appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will upon notice thereof in writing being given to him or them, cause the same to be forthwith well and effectually repaired and amended, and the said fixtures restored and replaced (2). And that in

Original lease under power.

(1) If the original lease was granted by a tenant for life, &c. in pursuance of a power, add,

“ Or other person or persons who for the time being shall be entitled to the said demised premises in reversion or remainder, immediate expectant upon the determination of the said term of years, hereby granted, or his or their surveyor properly authorised.”

Covenant by lessee to repair party walls.

(2) It may in some cases be proper to insert in a lease a covenant respecting the reparation of the party walls; if this is to be done by the tenant, such covenant may be thus :

“ And the said (*lessee*) doth hereby for himself, his heirs, executors, administrators, and assigns, further covenant, promise, and agree with and to the said (*lessor*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at his and their own cost and expense from time to time, and at all

case any such repairs shall not be completed within the space of three calendar months next

LEASES.

Underleasc.

times hereafter during the continuance of the said term of years, when and as often as occasion shall require, repair, or rebuild the party walls, and party fence walls, of or belonging to the said messuage or tenement, and premises hereby demised, and in case of any difference or dispute concerning the same, shall and will give due notice thereof to the said (*lessor*) his heirs or assigns, in pursuance of the 14th of Geo. III. c. 78, or other statute in such case, provided, and then in force."

If the lessor or the superior landlord be owner of other houses adjoining, add

Houses adjoining.

"And also that the said (*lessor*) his executors, administrators, and assigns, shall from time to time and at all times during the continuance of this demise, have free liberty of watercourse in and through the said hereby demised premises, to carry off the water of or from other the messuages or tenements of or belonging to him or them near or adjoining to the said demised premises, or any of them. And that it shall and may be lawful for the workmen employed by the said (*lessor*) his heirs or assigns, or his or their lessees upon any messuage or tenement adjoining to the said premises, or any of them, at seasonable times in the day time to enter into and upon the same or any of them, or any part thereof, to repair such adjoining messuage or tenement, or to empty or cleanse the cesspools, gutters, or drains of or belonging thereto, when and as often as occasion may require. And that if any dispute or controversy shall at any time or times during the continuance of the said term arise between the said (*lessee*) his executors, administrators, or assigns, and the tenant or occupier of any of the said messuages or tenements, near or adjoining thereto, relative to the said watercourses, drains, easements, or privileges, the same shall be from time to time settled and determined on the part of the said (*lessee*) his executors, administrators, or assigns, by the said (*lessor*) his executors, administrators, or assigns in such

Liberty of watercourse.

Workmen may enter to repair adjoining houses.

Disputes between tenants to be decided by landlord.

LEASES.

Underlease.Lessee to
insure.

thereafter, then and in such case he the said (*lessee*) his executors, administrators, or assigns, shall and will permit and freely suffer, and doth hereby authorise and empower him the said (*lessor*) his executors, administrators, or assigns, to repair or cause to be repaired the same, in the name, and for and on the part, and at the sole expense of the said (*lessee*) his executors, administrators, or assigns, and shall and will give and allow all necessary and convenient ingress, egress, and regress into, upon, and out of the said premises for that purpose. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, insure and keep insured during the continuance thereof, the messuage or tenement, erections, and buildings hereby demised, and all erections and buildings hereafter to be erected thereupon, against loss by fire, in the insurance office, or in some other good and reputable office in London, to be approved of by the said (*lessor*) his executors or administrators, in the joint names of the said (*lessor*) his executors or administrators, and of the said (*lessee*) his executors, administrators, or assigns, in or for the sum of £ ; and from time to time when required, produce sufficient vouchers of, or for such insurance; which said sum it is hereby agreed, shall if paid be forthwith laid out

manner as he or they shall think reasonable, and by any writing under his or their hand or hands, shall order or direct in that behalf."

and applied in or towards rebuilding or repairing and reinstating the said premises, as the case may require. AND further, that in case the said (*lessee*) his executors, administrators, or assigns shall fail to make or continue or to produce the vouchers for such insurance, it shall be lawful for the said (*lessor*) his executors or administrators, to pay the premium for such insurance money, or make up any deficiency therein; and he and they shall be repaid the same by the said (*lessee*) his executors, administrators, or assigns on the then next quarterly day of payment of the rent hereby reserved, with interest for the same after the rate of five per cent per annum (1). AND it is further agreed and declared, that no abatement of the rent hereby reserved, shall be made to or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of the said premises, or any part thereof, being uninhabitable by reason of damage by fire, but the same shall be payable and paid in like manner as if no such accident or damage had happened. AND (2) the said (*lessee*) doth hereby, in manner and form as aforesaid, further covenant and declare, that he the said (*lessor*) his executors, administrators, and assigns, shall not nor will, at any time during the continuance of the term hereby granted, use, exercise, or carry on, nor permit or suffer to be used, exer-

LEASES.

Underlease.In default
lessor may
insure.No abatement
of rent on ac-
count of de-
struction by
fire.Covenant for
lessee not to
permit noxious
trades.

(1) If the proviso referred to *ante*, p. 121, n. (1) be there introduced, the clause here inserted between brackets will of course be omitted.

Abatement of
rent.

(2) If the lease be of a private house, insert the covenant *ante*, p. 103, marg. * instead of this.

Private house.

LEASES.Underlease.

Nor sales by
auction, &c.

Lessee not to
make bow win-
dows, or ob-
struct view.

cised, or carried on, in or upon the messuage or tenement, and premises hereby demised, or any part thereof, any or either of the trades or businesses of vintner, distiller, brewer, fruit-seller, herb-seller, coffee-house or tavern keeper, ale-house keeper, victualler, tripe-boiler, tripe-seller, butcher, slaughterman, baker, pastry-cook, poulterer, fish-monger, fell-monger, cheese-monger, household broker, dealer in old iron, farrier, stable keeper, working hatter, cork-burner, chimney-sweeper, bagnio keeper, coach-maker, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, tobaccopipe burner, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other noxious, noisy, or offensive trade or business whatsoever; nor make or cause or suffer to be made at any time during the said term, or at or upon the expiration thereof, any auction or public sale of household goods, or other things in or upon the said demised premises, or any part thereof; nor convert the said messuage and premises, or any part thereof, into a shop or warehouse, or shed, for the sale of coals or potatoes, nor into a shop or place for the sale of victuals of any kind whatsoever, without the consent in writing of the said (*lessor*) his executors or administrators, under his or their hand or respective hands.] AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the said term, without such consent in writing as aforesaid, convert the said messuage or tenement, and premises hereby demised, into any other building, nor suffer the

same to be used for any other purpose than a dwelling-house; nor make any erection upon the front area of the said messuage, nor make any bow window or other projection in the front thereof, so as to obstruct any view from the adjoining house or houses belonging to the said (*lessor*) his executors or administrators, or the said (*original lessor*) his heirs or assigns, nor make any other alteration whatever in the plan or elevation thereof (1). AND also, that he the said (*lessee*)

LEASES.

Underlease.

Lessee not to assign without licence.

(1) If the lessor or original lessor have houses adjoining, add,

“AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the said term, without the consent in writing under the hand of the said (*lessor*) his executors, administrators, or assigns, convert the said messuage, &c. into any other building, or suffer the same to be used for any other purpose than a dwelling-house, or make any erection, or otherwise build, upon the front area of the messuage hereby demised, or make any bow-window or other projection in the front thereof, so as to obstruct any view from the adjoining house or houses belonging to the said (*lessor*) or (*original lessee*) his heirs or assigns, nor make any other alteration whatever in the plan or elevation thereof.”

Lessee not to make bow windows or obstruct view.

Or, instead of the above proviso, say, if so agreed,

“PROVIDED ALWAYS, and the said (*lessor*) for himself, his executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that it shall be lawful for the said (*lessee*) his executors, administrators, and assigns, at his and their own proper costs and charges, from time to time, and at all or any times or time, during the term hereby granted (unless expressly forbidden for good and sufficient cause by the said (*lessor*) his executors, administrators, or assigns, in writing under his or their hand or respective hands)

Covenant that lessee may make alterations.

LEASES.**Underlease.**

Lessor may enter to affix notice of the premises being to be letten.

his executors or administrators, shall not nor will during the said term, grant, demise, let, assign, set over, or otherwise part with, or cause or procure to be granted, demised, letten, assigned, set over, or parted with the premises hereby demised, or any part thereof, or his or their estate, term, or interest therein, or any part of the same unto any person or persons whomsoever (other than by the last will or testament of him the said (*lessee*)) without the licence and consent of the said (*lessor*) his executors, administrators, or assigns, first had and obtained in writing under his or their hand or respective hands for that purpose (1). AND moreover, the said (*lessee*) doth hereby covenant, declare, consent, and agree with and to the said (*lessor*) his executors, administrators, and assigns, that it shall be lawful for him and them, or his or their servants or agents, at any time or times within the last three months next preceding the expiration of the said term of years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said premises, (not

to make any additions or alterations in or to the said messuage, tenement, or dwelling-house, coach-house, stable, out-buildings, garden, plantations, ponds, waters, and premises hereby demised, or any of them, either in adding to, adorning, and beautifying the same, or varying the elevations, plans, or dispositions thereof respectively, in such way and manner as he and they at his and their free-will and pleasure may think proper, so nevertheless that the same (according to common and general estimation) be not thereby lessened or decreased in value."

Licence.

(1) See the form of such licence, *post*, p. 140, (A).

being upon any window or door thereof) that the same will be to be letten at the expiration of the said term ; and also at all seasonable times in the day-time to enter into and upon the said demised premises, or any part thereof, to show the same to any person or persons whomsoever. AND lastly, that he the said (*lessee*) his executors, administrators, and assigns, shall and will, at the expiration or other sooner determination of the term of years hereby granted, peaceably and quietly leave, surrender, and yield up, unto the said (*lessor*) his executors, administrators, or assigns, all and singular the messuage or tenement, dwelling-house and premises hereby demised, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging (ranges, grates, bells, and tenant's fixtures only excepted), in a good state of repair and condition in all things (allowance being made for reasonable use and wear thereof). [AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth covenant, declare, and agree with and to the said (*lessee*) his executors, administrators, and assigns, by these presents, in the manner following, (that is to say) [that for and notwithstanding any act, deed, matter, or thing by him the said (*lessor*) done, occasioned, or knowingly suffered to the contrary (1)], the said in part re-

LEASERS.

Underlease.

Lessee will quit
at the end of
the term.

Covenant by
lessor that
the recited
lease is valid.

(1) If the title of the lessor has not been investigated, omit Title. the words within brackets, and see *ante*, p. 88, n. (44).

LEASES.

Underlease.

And that the
rent and taxes
have been paid
up.

Lessor has
power to lease.

Quiet enjoy-
ment on pay-
ment of rent,
&c.

cited indenture of lease now is, and during the residue now to come of the said term of . . . years expressed to be thereby granted, shall and will remain and be a valid and effectual lease, both at law and in equity. AND also that the rent thereby reserved, and all taxes chargeable upon the said premises have been duly paid up to the day of . . . last past, and the covenants and agreements therein contained, by or on the part of the tenant or lessee of the said premises, to be performed or observed, duly observed and performed respectively up to the date of these presents. AND that he the said (*lessor*) at the time of the sealing and delivery hereof, hath full and lawful power and authority to grant and demise the messuage or tenement, and premises hereby demised or otherwise assured or intended so to be, at, for, and upon the rent, term, and conditions hereinbefore reserved and contained respecting the same]. AND further, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, at and upon the days and times and in the manner hereinbefore appointed for payment thereof, and performing and observing the several covenants and agreements hereinbefore contained by him and them to be performed and observed, shall and lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the messuage or tenement, and all and singular other the premises hereby demised, or otherwise assured, or intended so to be, with their respective rights, members, and appurtenances, for and during the

term of years expressed to be hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption whatsoever, of or by him the said (*lessor*) his executors, administrators, or assigns, or the said (*original lessor*) his heirs or assigns (1), [or any person or persons now or hereafter lawfully, equitably, or rightfully claiming or possessing any estate, right, title, trust, or interest in, to, or concerning the said premises, from, through, under, or in trust for him, them, or any or either of them, or by or through his, their, or any or either of their acts, means, consent, procurement, default, or privity. [AND that freed and discharged, or otherwise by the said (*lessor*) his executors, administrators, or assigns, effectually saved, harmless and demnified, from and against all rents, covenants and agreements in the said in part recited Indenture of lease, reserved and contained (except only such thereof as, according to the tenor and true intent and meaning of these presents, are to be paid or performed by the said (*lessee*) his executors, administrators and assigns), and all actions, suits, distresses, re-entries, costs, charges, damages, and expenses whatsoever, relating to or concerning the same (1)] PROVIDED always, and these

LEASES.

Underlease.

Power of re-
entry on non-
payment of
rent, &c.

(1) Here may be added a covenant for further assurance by the lessor, as *ante*, p. (92).

Further as-
surance.

If it be intended that the lease shall be determinable before the end of the term on notice, here may be added,

“ PROVIDED always, that if the said (*lessee*) his executors, administrators, or assigns, shall be desirous to quit the said messuage or tenement, and premises hereby demised, at the

Proviso for de-
termining the
lease on notice.

LEASES.Underlease.

presents are upon this express condition nevertheless, that if the said yearly rent or sum of

end of the first or years of the said term of years hereby granted thereof, and of such his or their desire shall give six calendar months notice thereof in writing, to the said (*lessor*) his executors, administrators, or assigns, before the expiration of the said first or years, (as the case may be), then and in such case, (all arrears of rent being duly paid, and the said messuage or tenement, and all other the premises hereby demised, being in such repair as hereinbefore is required (*or if the power of determining the lease be intended to be reciprocal, add*) "or if the said (*lessor*) his executors, administrators, or assigns, shall be desirous, &c. *as above*, and shall give unto the said (*lessee*) his executors, administrators, and assigns, six calendar months notice thereof in writing, then and in either of the said cases, this lease and every clause and thing herein contained shall at the expiration of the first or years of the said term hereby granted, (whichever in the said notice shall be expressed) determine and be utterly void to all intents and purposes, in like manner as if the whole of the said term of years had run out and expired, or the said demise or lease had been made or granted for or years only, any thing in these presents contained to the contrary thereof notwithstanding, but nevertheless, without prejudice to any of the covenants or agreements herein contained, which on the part of the said (*lessee*) his executors, administrators, or assigns, shall then remain to be performed."

There may also be added, when occasion requires,

Lessee not to be answerable for fire.

"AND it is moreover covenanted, declared, and agreed by and between the parties hereto, that the said (*lessee*) his executors, administrators, and assigns, shall not by reason of any covenant, matter, or thing herein contained, be charged or chargeable with or for any damage which shall be occasioned during the said term hereby demised by accidental fire, and that accidents by fire are wholly excepted out of the covenant hereinbefore mentioned, for keeping and leaving the said premises in repair, and the said (*lessee*) his executors, admi-

£ hereinbefore reserved, or made payable, or any part thereof, shall be in arrear and unpaid for the space of days, next after any of the days or times hereinbefore appointed for the payment thereof, and the same shall be lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not upon such demand be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall [permit or suffer to be carried on upon the said demised premises any of the trades or businesses hereinbefore mentioned, or assign, let, set over, or otherwise part with the same premises, or his or their estate or interest therein, or] neglect or fail in the performance or observance of any of the covenants or agreements hereinbefore contained, which by him or them are to be performed or observed, contrary to the true intent and meaning of the same respectively, or these presents (1), then and from thenceforth

LEASES.

Underlease.

nistrators, and assigns are not nor shall be construed by colour of any clause in these presents contained, liable to make good any accident or damage occasioned thereby, but the same shall be repaired and made good, or if necessary rebuilt as soon as may be after the happening of such fire, at the expense and charge of the said (*lessor*) his executors, administrators, or assigns, any thing hereinbefore contained or any rule of law to the contrary, notwithstanding."

If the title of the lessor has not been investigated, omit the lines within brackets, and add in their stead "or any other person or persons whomsoever," and see *ante*, p. 88, n. (44). Lessor's title.

(1) If the lease is to be void on the death or bankruptcy of the lessee, add as *ante*, p. 110, note. Bankruptcy,
&c.

LEASES.Underlease.

Covenant by
lessor to pay
rent, &c. of
original lease
and indemnify
lessee.

and in either of the said cases the covenant for quiet enjoyment hereinbefore contained shall wholly cease and be void, and the said (*lessor*) his executors, administrators, and assigns (1), shall or lawfully may, immediately upon or at any time thereafter enter into and upon the premises hereby demised, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate, and as if these presents had not been made, (any thing hereinbefore contained to the contrary thereof in any wise notwithstanding). [PROVIDED nevertheless, and it is hereby declared and agreed, that no such entry shall prejudice or defeat any right of action or other remedy which he the said (*lessor*) his executors, administrators, or assigns, might otherwise have had for any arrears of rent or breach of covenant which may have been previously incurred.] AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessor*) his executors, administrators, or assigns, from time to time, and at all times, during the term hereby granted, (or so long as the said (*lessee*) his executors, administrators,

Power.

(1) If the original lease was granted by tenant for life, &c. in pursuance of a power, add,

“ Or other person or persons who for the time being shall be entitled to the said demised premises, in reversion or remainder, immediately expectant upon the determination of the said term of _____ years.”

and assigns, shall duly observe and perform all and singular the covenants, clauses, provisoes, and agreements hereinbefore contained, which on his and their part are and ought to be observed and performed), shall and will pay or cause to be paid unto the said (*original lessor*) his heirs or assigns (1), the said yearly rent or sum of £ reserved or made payable in and by the said in part recited indenture of lease of the day of ; and well and truly observe and perform all and singular the covenants, clauses, provisoes, and agreements in the same indenture contained, which on the part of the said (*present lessor*) his executors, administrators, and assigns, are thereby required to be observed or performed, (save only and except such of the said covenants, clauses, provisoes, and agreements relating to the messuage or tenement, and premises hereby demised, as according to the tenor or true intent and meaning of these presents are to be observed or performed by the said (*present lessee*) his executors, administrators, or assigns). [And shall and will keep harmless and indemnified the said (*lessee*) his executors, administrators, and assigns, and his and their goods and chattels, and lands and tenements, of and from the same respectively, and of and from all actions, suits, distresses, re-entries, costs,

LEASES.

Underlease.

(1) If the lease be in pursuance of a power, add, Power.
 " Or other the person or persons who, for the time being, shall be entitled to receive the same."

LEASES. charges, damages and expenses whatsoever, by reason of or relating thereto.] AND moreover

Underlease.

Lessee may deduct costs, &c. out of his rents.

that he the said (*lessee*) his executors, administrators, and assigns, shall or lawfully may from time to time deduct, retain, and reimburse himself and themselves by or out of the said yearly rent or sum of £ hereinbefore reserved, all and every such sums of money, costs, charges, and expenses which he or they shall or may pay, sustain, or be put unto for or by reason of any non-payment by the said (*lessor*) his executors, administrators, and assigns, of the said yearly rent or sum of £ reserved or made payable in or by the said in part recited indenture of lease or nonobservance or nonperformance of the covenants, clauses, or agreements therein contained, which by or on the part of him or them ought to be observed or performed, or of any other cause, matter, or thing, in relation to the same respectively. AND it is hereby lastly declared and agreed, that all sums which shall or may be paid by the said (*lessor*) his executors, administrators, or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairs, insurance rates, taxes, assessments, or other matter or things in relation to or respect of the premises hereby demised, and all penalties payable by him or them for any breach of covenant or agreement herein contained, shall respectively be deemed and considered in the nature of rents, and be recoverable in like manner as the said yearly rent, or the sum of £ hereby reserved, or made payable,

any rule of law to the contrary notwithstanding (1).
IN WITNESS, &c.

LEASES.

Underlease.

(1) The latter clause may be more fully expressed, as follows :

“ PROVIDED always, and it is hereby further granted and agreed by the said (*lessor*), for himself, his heirs, executors, administrators, and assigns, That if at any time hereafter any distress shall be taken upon the messuages or tenements and premises hereby granted, demised, or otherwise assured, or mentioned so to be, or any part thereof, for the said yearly rent or annual sum of £ reserved or made payable in or by the said in part recited indenture of lease, or any part or parcel thereof, or the said (*lessee*) his executors, administrators, or assigns, shall in any way be molested or damnified for or by reason of the said yearly rent or annual sum not being so paid, or if the said yearly rent or annual sum shall at any time happen to be in arrear and unpaid by the space of one whole year or upwards, then and in any of the said cases it shall be lawful for the said (*lessee*) his executors, administrators, and assigns, from time to time, to retain and keep in his and their hands the said yearly rent or sum of £ hereby reserved or made payable, until he the said (*lessee*) his executors, administrators, and assigns, shall by or out of the same yearly rent or sum of £ so by him or them to be detained and kept as aforesaid, or otherwise shall be fully paid, recompensed, and satisfied of and for all such trouble, loss, and damage, as he the said (*lessee*) his executors, administrators, or assigns, shall have sustained or suffered by or by reason of any such distress taken, or other molestation as aforesaid, or of the payment of any moneys which he the said (*lessee*) his executors, administrators, or assigns, shall have paid for or towards the satisfying of any arrearages of the said yearly rent, or annual sum of £ and all arrearages thereof, shall be fully satisfied and paid unto such person or persons to whom the same is or shall be due and payable, any thing herein contained to the contrary thereof in any wise notwithstanding.”

See also *ante*, Vol. I. p. 212, and 427 ; and add, if so agreed, rider (A) *post*, p. 141, and p. 142 (B).

LEASES.

If the lessor covenant for the production of his lease, add,

Underlease.

Production of
lease.

Covenant for
the production
of the original
lease.

“AND lastly, the said (*lessor*) doth hereby in manner and form aforesaid covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessor*) his executors, administrators, or assigns, shall and will from time to time, and at all times hereafter during the term hereby granted, at the reasonable request, and at the costs and charges in the law of the said (*lessee*) his executors, administrators, and assigns, produce and shew forth, or cause and procure to be produced and shewn forth, (unless destroyed by fire or other accident), unto the said (*lessee*) his executors, administrators, or assigns, or in or to any court of law or equity, or elsewhere, the said hereinbefore in part recited indenture of lease, of the day of , for the manifestation of the title of the said (*lessee*) his executors, administrators, or assigns, to the premises expressed to be hereby demised, and at the like request, costs, and expense, from time to time, cause to be made and delivered an attested or other copy of the said indenture, and permit the same to be examined with the same if required.”

Licence.

(A) If the underlease be granted in pursuance of a licence from the original lessor, these may be added for endorsement.

“Be it known to all men, that a licence was granted by me to the within named (*lessor*) to demise the within mentioned messuage, and premises with the appurtenances unto the within named (*lessee*) his executors, administrators, and licensed assigns, but to them only and upon express condition, that the said premises or any place thereof, should not be assigned, underlet, or otherwise parted with without a new and fresh licence by me, to be expressly given for that purpose.”

See 2 WILDE'S SUP. No. 113, p. 170; No. 111, p. 133; and No. 116, p. 178.

(B) Variation, *giving Power for Lessee to distrain if distrained upon by the original Lessor.* See *ante*, p. 139, notes.

LEASES.

Underlease.

“PROVIDED ALWAYS, and the said (*lessor*) doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, grant, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that in case any distress or distresses shall be made by the said (*original lessor*) his heirs or assigns, in or upon the messuage, tenement, or premises hereby demised, or any part thereof, for any rent or sum in or by the said in part recited indenture of lease reserved or made payable, then and from time to time, as often as it shall so happen, it shall be lawful for the said (*lessee*) his executors, administrators, or assigns, to enter into and distrain upon all or any other of the messuages or tenements and premises so demised to him the said (*lessor*) by the said in part recited indenture of lease, and not hereby demised, for any arrears of rent then due by the tenant or tenants thereof, or upon (him the said (*lessor*) heirs, executors, or administrators), for all such sum or sums of money, costs, charges, damages, and expenses, as he the said (*lessee*) his executors, administrators, or assigns, shall have paid, sustained, or been put unto, in consequence of any such distress or distresses, and the distress and distresses, then and there by him or them to be taken to deal with according to law, in like manner as landlords are authorised to do for rent in arrear, to the end and intent that the said (*lessee*) his executors, administrators, and assigns, may be thereby fully paid and satisfied all and every the same sum and sums of money, costs, charges, damages, and expenses. And that in case of any such distress or distresses as last assigned being made, he the said (*lessor*) his executors, or administrators, shall not nor will plead or avail himself or themselves in abatement or otherwise, in bar of such distress or distresses, by reason or on account of the said (*lessor*) his executors, administrators, or assigns, having no estate or interest in the said premises so distrained upon, any rule of law or equity to the contrary notwithstanding.

Power for lessee to distrain upon lessor, if distrained upon by the original lessor.

LEASES.Underlease.

(C) Variation where the Lessor agrees to sell the Reversion of his Term to the Lessee on Request. See ante, p. 138.

“ AND further, that in case the said (*lessee*) his executors, administrators, or assigns, shall at any time during the term of years be desirous to purchase the said premises for the remainder of the said term of years demised by the said in part recited indenture of the day of , and of such his desire shall give calendar months previous notice in writing thereof, unto the said (*lessor*) his executors, administrators, or assigns, at his or their then dwelling-house or usual place or places of abode, (the time of such notice ending on some or one of the days hereinbefore appointed for payment of the yearly rent of £), then and in such case, he the said (*lessor*) his executors, administrators, and assigns, shall at the costs and charges in the law of the said (*lessee*) his executors, administrators, or assigns, assign and assure the said messuage, &c. and premises, with the appurtenances, unto him the said (*lessee*) his executors, administrators, or assigns, in such manner and form as he or they, or his or their counsel in the law shall reasonably require; he the said (*lessee*) his executors, administrators, or assigns, at or before the execution of such assignment or assurance by the said (*lessor*) his executors, administrators, or assigns, well and truly paying, or causing to be paid unto him or them, and also all arrears or other sums which shall be then due of, for, or in respect of the said yearly rent of £ hereby reserved, up to the day of such execution thereof, the sum of £ of lawful current money of that part of the United Kingdom of Great Britain and Ireland, called England, as or for the consideration or purchase money for the said premises.”

LEASES.

House
Furnished.

No. XI.

*A Lease of a Messuage, or Dwelling-House, with
Furniture, Fixtures, &c.*

Variations as below (1).

THIS INDENTURE, made the _____ day of _____, [* in the _____ year, &c. and] in the _____ year of our Lord _____ . BETWEEN (*the* Parties.
lessor) of, &c. (2) _____ of the one part, and
(*the lessee*) of, &c. _____ of the other part.
WHEREAS the said (*lessee*) has agreed (3) with the Recital of con-
said (*lessor*) for a lease of the messuage or dwell- tract for the
ing-house hereinafter described, with the furni- lease.

(1) See also variations subjoined to No. IX. *ante*, p. 94, *et seq.* and note to No. VIII. p. 65, *et seq.*

* If the lease be required to be prepared with as much conciseness as possible, the parts within brackets may be omitted throughout the precedent.

(2) If the lease be granted by the steward or bailiff of the Agent.
lessor, see *ante*, p. 94, n. (1.)

(3) If an agreement for the lease has been previously exe- Previous agree-
cuted by the parties, such agreement may be recited here, as ment.
ante, No. IX. p. 95, n. (2).

LEASES.

House
Furnished.

WITNESS, that
in consideration
of the rent and
covenants.

The lessor de-
mises, &c.

Parcels.

ture and fixtures therein, for the term of
years, from the day of next, under
and subject to the rents, covenants, and agree-
ments hereinafter contained. Now THIS INDEN-
TURE WITNESSETH, that in pursuance of the said
agreement, and in consideration of the yearly
rent hereinafter reserved, and of the covenants
and agreements hereinafter contained, on the part
of the said (*lessee*), his executors, administrators,
and assigns, to be respectively paid, observed,
and performed, he the said (*lessor*) HATH granted,
bargained, sold, demised, and leased, and by these
presents DOth grant, bargain, sell, demise, and
lease, unto the said (*lessee*), his executors, admi-
nistrators, and assigns, [(such assigns being with
or by the licence or consent hereinafter men-
tioned)], ALL that messuage or tenement, and
dwelling-house, situated, &c. except, &c. (1) toge-
ther with all and singular the out-houses, build-
ings, coach-houses, barns, stables, dove-houses,
yards, cellars, areas, vaults, benefit and advantage
of ancient and other lights, ways, paths, passages,
drains, pipes, waters, watercourses, lawful and
customary rights and privileges of common of
every kind, and all and every other rights, privi-
leges, advantages, easements, and appurtenances
whatsoever, to the said messuage or tenement

Exception.

(1) Notice here any exception which may be intended to be reserved out of the lease.

and premises belonging, or in any wise appertaining, or with the same or any of them, now or heretofore lawfully or usually holden, used, occupied, or enjoyed. AND ALSO all and singular the fixtures, household goods, furniture, utensils, implements of household, paintings, pictures, libraries, books, and other the chattels, articles, and things now within or belonging to the said house and premises, as the same are, or are intended to be, specified, or particularly mentioned in the inventory or schedules thereof hereunder written or hereunto annexed, and marked respectively with the letters A. and B. TO HAVE AND TO HOLD the said messuage or tenement, dwelling-house, and all and singular other the premises hereby granted, demised, leased, or otherwise assured, or intended so to be, with the several rights, members, easements, and appurtenances to the same belonging, and also all and singular the fixtures, household goods, furniture, utensils, implements of household and other the chattels, articles, and things, so specified or mentioned in the schedules or inventories hereunto annexed or hereunder written or intended so to be, as aforesaid, and the free use and enjoyment of the same respectively, unto and by him the said (*lessee*), his executors, administrators, and assigns, [(such assigns being with or by the licence or consent hereinafter mentioned)], from the day of now last past, for and during the term of years, to be thence

LEASES.

*House
Furnished.*

To HOLD to the
lessee for the
term of
years.

LEASES. next ensuing (1). **YIELDING AND PAYING**, for the said messuage or tenement, with the appurtenances, yearly and every year (2), during the said term, (except as hereinafter mentioned) unto the said (*lessor*), his executors, administrators, and assigns, the clearly yearly sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ire-

*House
Furnished.*

At the yearly
rent of £

Lease deter-
minable.

(1) And if the lease be determinable on death, &c. before the expiration of the term, add,

“Determinable nevertheless, as hereinafter is provided.”

Reservations.

(2) If the lessor be owner of the inheritance of the premises, the house and fixtures will, upon his death, during the term, belong to his heirs, and the furniture to his executors: it is proper therefore, where he is such, to have separate reservations for each, to prevent disputes between his real and personal representatives, with respect to a due apportionment of the rent, as,

“**YIELDING AND PAYING**, for the said messuage or tenement, with the appurtenances, together with the fixtures and things mentioned and set forth in the said schedule or inventory hereunder written or hereunto annexed, marked with the letter A. yearly and every year during the said term, (save as hereinafter is mentioned) unto the said (*lessor*), his heirs and assigns, the clear yearly rent or sum of £ of lawful current money of that part of the United Kingdom of Great Britain and Ireland called England, **AND YIELDING AND PAYING** for the said household goods, furniture, and other the articles and things mentioned or set forth in the schedule or inventory hereunder written, or hereunto annexed, marked with the letter B.” the clear yearly sum of £ of, &c. the said several yearly rents to be paid, &c. (*as in the text.*)

land called England, the said yearly rent or sum, to be paid and payable by equal quarterly payments, on the day of , the day of , the day of , the day of , in every year [and the first quarterly payment thereof to be made on the day of next ensuing the date of these presents]. AND the said (*lessee*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*), his executors, administrators, and assigns (1), in the manner following, (that is to say) that he the said (*lessee*), his executors, administrators, and assigns, shall and will, from time to time, and at all times, during the continuance of the term hereby granted (except as hereinafter is mentioned) well and truly pay or cause to be paid unto the said (*lessor*), his executors, administrators, and assigns, the yearly rent or sum of £ , hereinbefore reserved or made payable, upon the several days and times, and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents (2). AND also that he the said (*lessee*), his executors, admi-

LEASES.

House
Furnished.

Covenant by
lessee to pay
the rent re-
served.

(1) If the lessor be owner of the inheritance of the premises, Lessor owner of say, " heirs and assigns," instead of " executors, administrators and assigns," here and throughout.

(2) If the tenant is to pay taxes, see *ante*, No. IX. p. 99.

Taxes.

LEASES.House
Furnished.

nistrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term, maintain and keep, at his and their own proper expense and costs, all and every the glass and other windows, [window-shutters, inner doors, locks, fastenings, bells, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, wells, pipes, watercourses,] coppers, grates, stoves, ranges, and also all and singular other the fixtures, furniture, and other things set forth or mentioned in the schedule or inventory hereinbefore referred to, in a good and substantial state of repair, condition, and preservation, in all things reasonable wear and tear thereof, and damage by fire, storm, and tempest only excepted (1). [AND moreover shall

Garden, &c.

(1) If a garden, &c. be attached to the premises, add,

“ And also at his and their own proper costs and charges keep up and preserve in good order and condition the garden, garden ground, and orchard, to the said messuage or dwelling-house belonging, in the same order and form as the same respectively now are, and the fences around and about the same, and do, or cause, or procure to be done, in proper and seasonable times of the year, and in a proper manner, all necessary work in and to the same, and in particular for the preserving, cherishing, encouraging, and keeping in health and bearing the wall and other fruit trees, and the herbs, plants, flowers, and roots, now growing therein, and for the due, orderly, and seasonably manuring, cultivating, and cropping the same, during the said term.”

and will paint, paper, and white-wash, in a good and workmanlike manner, at the end of the first and _____ years of the said term, all

LEASES.

*House
Furnished.*

and singular such parts of the said premises as are respectively now painted, papered, and white-washed.] AND further, that it shall be lawful for the said (*lessor*), his executors, administrators, and assigns, [or any superior landlord for the time being of the said premises] or his or their surveyor, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, upon giving one day's previous notice thereof to the said (*lessee*), his executors, administrators, or assigns, to enter into and upon the said messuage and premises, or any part thereof, for the purpose of viewing and examining the state and condition of the same, and of the furniture and fixtures thereof or therein.

And paint, &c. every _____ years.

Lessor may enter to view state of repairs, &c.

AND that in case of any defects or want of reparation, or if such painting, papering, or white-washing, as aforesaid, or any removal of fixtures or furniture shall be there found or appear, he the said (*lessee*), his executors, administrators, or assigns, shall and will, upon notice thereof in writing being given to him or them, cause the said repairs and work to be forthwith made and done, and the said fixtures and furniture to be forthwith reinstated and replaced, (accidents by fire, storm, or tempest only excepted.) AND further, that he the said (*lessee*), his executors, administrators,

Repairs, &c. to be done on notice.

Lessee will not assign or underlet without licence.

LEASES.House
Furnished.

and assigns, shall not nor will at any time during the continuance of the said term hereby granted, demise, let, assign, set over, or otherwise part with the possession or occupation of, or cause or procure, or occasion to be granted, demised, let, assigned, set over, or parted with the present indenture of lease, or the premises hereby demised, or any part thereof, or his or their estate, term, or interest therein, or any part of the same, unto any person or persons whomsoever (1), without the special licence and consent of the said (*lessor*), his executors, administrators, or assigns, first had and

Noxious trades.

(1) If the house be situated in a private street, and the lessor be restricted from demising the premises to noxious or other trades, or he have private houses adjoining, add,

“ Nor use, exercise, or carry on, nor permit or suffer to be used, exercised, or carried on in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of vintner, distiller, brewer, fruit-seller, herb-seller, coffee-house, or tavern-keeper, alehouse-keeper, victualler, tripe-boiler, tripe-seller, butcher, baker, pastry-cook, poulterer, fishmonger, cheesemonger, household broker, dealer in old iron, farrier, working hatter, chimney-sweeper, bagnio-keeper, coach-maker, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noxious, noisy, or offensive trade or business whatsoever; nor shall nor will convert or cause or suffer the same, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*,

obtained under his or their hand or respective hands for that purpose. AND moreover, that it shall be lawful for the said (*lessor*), his executors, administrators, and assigns, or his or their servants or agents, at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof) that the same are or will be to be letten; and also at any convenient time in the day-time (giving at all times one day's previous notice thereof) to enter into and upon the said premises, or any part thereof, to shew the same to any person or persons who shall be desirous of viewing the same. AND, lastly, that he the said (*lessee*), his executors, administrators, and assigns, shall and will, at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, and yield up, unto the said (*lessor*), his executors, administrators, or assigns, all and singular the said messuage or tenement, dwelling-house, and premises, hereby demised; together with the several fixtures, furniture, and other things mentioned in the several schedules hereunder written or hereunto annexed, and also all other fixtures which shall then be thereupon, or thereunto belonging, in a good state of repair and condition in all things, (accident, by fire, storm, or tempest, and reasonable use

LEASES.

*House
Furnished.*

Lessor may affix notice of the premises being to be letten.

And shew them to persons.

Will quit at the end of the term.

LEASES.*House
Furnished.*

Covenant by
lessor to repair
outside of the
premises.

and wear thereof, only excepted) (1). AND the said (*lessor*), for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree, with and to the said (*lessee*), his executors, administrators, and assigns, by these presents in manner following, (that is to say) that he the said (*lessor*), his executors, administrators, and assigns, shall and will, from time to time and at all times during the continuance of the term of years hereby granted, or expressed or intended so to be, at his and their own proper costs and expense, maintain and keep all and singular the outside brick, wood, and iron work, plastering, slating, tiling, outer doors, gates, rails, window-frames, and other outer parts of the messuage or dwelling-house, buildings, and premises hereby demised, in a good, substantial, and tenantable repair and condition in all things. AND further, that in case the messuage, buildings, furniture, and premises hereby demised, or any part thereof, shall, at any time or times during the said term, be consumed, destroyed, or damaged by fire, storm, or tempest, [he (2) the said (*lessor*), his exe-

And rebuild if
burnt down.

Garden.

(1) If there be a garden, &c. belonging to the premises, add,

“ And the said garden and garden ground well manured, and planted, cropped, and stocked in all things proper for the reasonable use of the kitchen and table.”

Fire.

(2) Instead of the part of the covenant within brackets, it may be, if so agreed,

“ Then and in such case the term and interest hereby de-

cutors, administrators, and assigns, shall and will forthwith, and with all due expedition, cause the same respectively to be well and properly rebuilt, repaired, or restored, as the case shall or may require. And then and in every such case the rent hereinbefore reserved, (or a just and proportional part thereof, according to the nature and extent of the destruction or damage which shall have been sustained) together with all remedies for recovering the same, shall be suspended or abated, until the said messuage or tenement shall have been rebuilt or repaired, and the said furniture and fixtures restored in a fit state and condition for use and habitation; and in case of any dispute or difference of opinion between the parties interested in the said premises, with respect to the time of such suspension, or the amount of such abatement respectively, the same shall be referred to the arbitration and determination of three indifferent persons, to be named in the usual mode of reference; and which said submission shall be by mutual bonds, and be made a rule of his Majesty's Courts of King's Bench at Westminster, as is customary or proper in like cases.] PROVIDED always, and these presents are upon this express condition nevertheless, that if the yearly rent or sum of £ hereinbefore reserved, or made payable,

LEASES.*House
Furnished.*

Proviso for
suspension of
rent, if premises
consumed by
fire, &c.

Power of entry
on non-payment
of rent, &c.

mised, and the rent hereinbefore reserved shall cease and determine, as from such of the quarter days hereinbefore mentioned as shall be then next preceding."

LEASES.*House
Furnished.*

or any part thereof, shall be in arrear and unpaid for the space of days next after any of the days or times hereinbefore appointed for the payment thereof, (except as aforesaid), and the same shall be lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not upon such demand be fully paid up and satisfied (1), or if the said (*lessee*), his executors, administrators, or assigns, do or shall neglect or fail in performing or observing any or either of the covenants or agreements hereinbefore contained, which by him or them are to be performed or observed according to the true intent and meaning of the same respectively (2), then and from thenceforth, and in either of the said cases, he the said (*lessor*), his executors, administrators, or assigns, shall or lawfully may, immediately or at any time thereafter, enter into and upon the messuage or tenement and premises hereby demised, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate, and as if these presents had not been made, (any thing hereinbefore contained to the contrary thereof in any wise notwithstanding). But which entry, if made, it is hereby agreed shall not defeat,

Entry not to
prejudice
lessor's right
of action, &c.

Distress.

(1) A power of distress is sometimes added in leases of furnished houses or apartments, but this is unnecessary, they being equally liable to distress as others, &c. *Newman v. Andaton*, 2 New Rep. 228.

Death of lessee,
&c.

(2) If the lease is to be void on the death or bankruptcy of the lessee, see No. IX. p. 109, note.

impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*), for himself, his heirs, executors, and administrators, doth hereby further covenant, promise, and agree with and to the said (*lessee*), his executors, administrators, and assigns, in the manner following, (that is to say) that he the said (*lessee*), his executors, administrators, and assigns, paying the yearly rent hereby reserved, or made payable, at and upon the days and times and in the manner hereinbefore appointed for payment thereof, and well and truly performing and observing the several covenants and agreements hereinbefore contained, which by him and them are to be performed and observed, according to the true intent and meaning thereof, shall and lawfully may peaceably and quietly have, hold, use, occupy, and enjoy, all and singular the messuage or tenement, fixtures, furniture, and other the premises hereby granted and demised, or otherwise assured, or intended so to be, with their respective appurtenances, for and during the term or time of hereby granted thereof, without any lawful hindrance, molestation, disturbance, or interruption whatsoever, of or by

LEASES.

*House
Furnished.*

That tenant shall quietly enjoy on payment of rent and performance of covenants.

LEASES. him the said (*lessor*), his executors or assigns, or
 any other person or persons whomsoever (1). IN
 WITNESS, &c.

*House
Furnished.*

SCHEDULES.

A. *The first Schedule or Inventory referred to in the above written Indenture.*

FRONT KITCHEN. One wind-up range with side cheeks, &c. &c.

B. *The second Schedule or Inventory referred to in the above written Indenture.*

FRONT PARLOUR. One mahogany sideboard with drawers, &c. &c.

Lessor a termor. (1) If the lessor be himself a termor only of the premises, (as supposed in the text), add covenant by him to pay and indemnify against the original rent, &c. as *ante*, No. IX. p. 136; and see variations, &c. *ante*, p. 138, note (1), and 140, (B).

Death, &c. of lessee. If the lease is to become void on the death or the bankruptcy of the lessee, which may be a convenient stipulation to both parties in the lease of a furnished house, see *ante*, No. IX. p. 109, notes.

Execution, &c. *.* As to the execution, attestation, searching for judgments, &c. see No. VIII. p. 111, *et seq.*

LEASES.

 Public House,
 or Tavern.

No. XII.

Lease of a Public House, by a Brewer.

Variations *where it is of an Inn or Tavern ; where it is an Original, and where an Underlease, where a Premium is paid for the Lease, &c. &c. as below (1).*

THIS INDENTURE made the day of
 [° in the year of the reign, &c. and] in
 the year of our Lord . BETWEEN (*the*
lessor) (2) of, &c. of the one part, and (*the*
lessee) of, &c. of the other part. WHEREAS (3)
 the said (*lessee*) has agreed with the said (*lessor*)
 for a lease of the messuage or public house, &c.
 hereinafter described, for the term of
 years, from the day of at and under

(1) See also notes to No. VIII. *ante*, p. 65, and No. IX. If Variations the lessor be himself a lessee only of the premises, see *ante*, Underlease. No. X. p. 96, *et seq.*

* If it be desired that the lease should be prepared with Brevity. all practicable conciseness, the words within brackets may be omitted throughout the precedent.

(2) If the lease be granted by a bailiff, &c. of the lessor, see *Agent ante*, No. IX. p. 94, n. (1).

(3) If the lease be granted in pursuance of a previous written agreement, such agreement may be here recited, as *ante*, p. 95, n. (2); and see also *ante*, No. V. Prior agreement.

LEASES. the rent and covenants hereinafter contained.

Public House, or Tavern. NOW THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration (1) of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, which on the part of the said (*lessee*) his executors, administrators, and assigns, are to be performed or observed, HE the said (*lessor*) HATH granted, demised, and leased, and by these presents DOETH grant, demise, and lease, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved as hereinafter is mentioned), ALL that messuage or tenement, and public house (2), situated, &c. and called or known by the name or sign of _____, with all and singular the out-houses, buildings, yards, gardens, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights, privileges, easements, advantages, and appurtenances whatsoever, to the said messuage or tenement, public house and premises belonging, or with the same now or heretofore lawfully holden, used, occupied, or enjoyed; (except, &c.) (3), with full and free liberty to affix,

Witness, in consideration of rent and covenants.

Lessor grants, &c.

The parcels.

Money expended in repairs. (1) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, No. IX. p. 97, n. (8), and *post*, No. XV.

Inn or tavern. (2) Or "inn, tavern, coffee-house, or hotel," as the case may be.

Exceptions. Houses adjoining. (3) Add here any exception out of the lease; and if the lessor have other houses adjoining, see *ante*, No. IX. p. 96.

and continue affixed, set up, or otherwise exhibited, during the said term, the said sign of

LEASES.

Public House,
or Tavern.

or such other sign as he the said (*lessee*) his executors, administrators, or assigns, may think proper. To HAVE AND TO HOLD the said messuage or tenement, public house, and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances, to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns (such assigns being to be so approved as aforesaid), from the day of now last past, for and

To hold to the lessee for the term of years.

during the full and complete term of years, thence next ensuing (1); YIELDING AND PAYING for the same yearly and every year (2), during the said term, unto the said (*lessor*) his heirs (3) and assigns, the rent or sum of £ of lawful current money of that part of the United Kingdom of Great Britain and Ireland, called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land-

At the yearly rent of £ clear of taxes.

(1) If the lease is to be determinable on notice, see *ante*, No. IX. n. (6). Lease determinable.

(2) If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or other portion of the term, see *ante*, No. IX. n. (8); and see also *post*, No. XV. Pepper-corn rent.

(3) If the lessor be himself only a lessee of the premises, say "executors and administrators," instead of "heirs" of the lessor, here and *post*, throughout. Underlease.

LEASES. tax, sewers rate, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon, or payable for or in respect of the said premises, or any part thereof, and whether any future taxes, rates, or assessments shall be in the nature of or in augmentation of those now in being or not; the first quarterly payment of which said yearly rent or sum of £

Covenant by lessee to pay the rent reserved.

is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the term hereby granted, well and truly pay or cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents, [he the said (*lessor*) tendering and delivering to him or them a sufficient receipt in writing for the same].

And taxes.

AND also well and truly pay and satisfy the land-tax, sewers rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the

said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also (1) that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, as also all and singular the outside brick work, plastering, slating, tiling, railing, and other outer part of the same messuage or tenement, buildings and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during

LEASES.

*Public House,
or Tavern.*

Covenant by
lessee to repair.

(1) And where the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire or otherwise, see *ante*, p. 101, n. (16).

LEASES.

Public House,
or Tavern.

And paint, &c.

Covenant by
lessee to insure
against fire.

the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns; [AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term.] AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense insure or cause to be insured the said messuage or tenement, erections, buildings, and premises hereby demised, against loss from accidents by fire in the insurance office in London, or in some other good and reputable office, to be approved of by the said (*lessor*) his heirs or assigns, in the joint names of the said (*lessor*) his heirs or assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same so insured, together with all other messuages or buildings which may be erected upon any part of the said demised premises, during the said term, in the said sum of £ or such other sum as for the time being shall be sufficient for

rebuilding and reinstating the said premises, in case the same shall be burnt down or destroyed by fire. AND shall and will from time to time, at the request of the said (*lessor*) his heirs or assigns, produce unto him and them a receipt, acquittance, or other voucher for the payment of the premium for such insurance for the then current year; and in default thereof that the said (*lessor*) his heirs and assigns, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the money which shall be received under or by virtue of any such insurance or insurances, shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, or so far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and

LEASES.

Public House,
or Tavern.And produce
vouchers.

LEASES.

*Public House,
or Tavern.*

No abatement
of rent on ac-
count of de-
struction by
fire.

Power of entry
to view repairs.

And to take an
inventory of
fixtures.

Abatement of
rent.

reinstatement as aforesaid. [(1) AND it is further agreed and declared, that no abatement of the rent hereby reserved, or any part thereof, shall be made or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident by fire as aforesaid, or on account of the said premises being rendered incapable of being occupied by means thereof, or during such rebuilding or reparation of the same, or on any other account whatsoever, but the same shall be payable and paid in like manner as if no such accident or damage had happened. AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at reasonable times in the day-time, on giving three days previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof.] AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or in-

(1) If any abatement or suspension of rent is to take place on the destruction of the premises by fire, see *ante*, No. IX. p. 98.

ventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that he the said (*lessor*) his heirs or assigns, or his or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time shew the said demised premises, or any part thereof, and go over the same, to or with any person or persons who shall desire to view or see the same. [AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, first had and obtained for that purpose, convert the said messuage or tenement, or other the premises hereby demised, or any part thereof, into a shop, warehouse, shed,

LEASES.

Public House,
or Tavern.Repairs to be
done on notice.Lessor may
affix notices at
the end of the
term.And shew them
to persons.Lessee not to
convert the pre-
mises into a
shop or private
house.

LEASES.Public House,
or Tavern.Lessee not to
assign without
licence.

or plate of sale for goods or merchandize of any kind whatsoever, nor into a private dwelling-house, nor open, or use, or suffer the same to be opened or used, for any other purpose than a public-house, tavern, coffee-house, or hotel. AND (1) also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing), unto any person or persons whomsoever, without the licence and consent of the said (*lessor*) his heirs and assigns, first had and obtained under his or their hand or respective hands for that purpose. AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years, hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*)

Lessee will quit
at the end of
the term.**Assignment.**

(1) If the lessee has given a premium for his lease the proviso for assignment without licence seems to be unreasonable.

his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures, and other things mentioned in the schedule hereunto annexed (1), and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted).

AND further, the said (*lessee*) for himself, his heirs, executors, administrators, and assigns, doth hereby further covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, that he the said (*lessee*) his executors, administrators, or assigns, or any or either of them, shall not nor will at any time or times during the said term of years hereby demised, buy, receive, expend, sell, or dispose of, either directly or indirectly, or permit or suffer to be had or received, expended, sold, or disposed of, either directly or indirectly, in, upon, out of, or about the messuage or tenement, and public-house aforesaid, or any part thereof, or of the premises or appurtenances thereunto belonging, any wine, brandy, rum, arrack, hollands, geneva, shrub, beer, ale, porter, stout, two-penny, purl, perry, cider, or any other liquor, spirit, strong water, mixture, or compound what-

LEASES.

 Public House,
or Tavern.

 Lessee to take
liquor, &c. of
the lessor.

(1) See the form of a schedule of fixtures, *ante*, p. 93, 116.

LEASES.

Public House,
or Tavern.

The house to
be orderly
conducted.

soever, other than such as shall have been *bona fide* had, purchased of, and delivered by the said (*lessor*) his executors, administrators, or assigns (1), provided he or they shall continue during the said term to deal in and vend such beer, liquors, and spirits as aforesaid, and during such time of the said term, and for such and as many of the said liquors, spirits, and commodities as he or they shall continue to sell and deal in respectively. AND further, that he the said (*lessee*) his executors, administrators, and assigns, or such other person or persons as shall for the time being inhabit, keep, occupy, or conduct the business of the said messuage or tenement, and public-house, shall and will at all times during the continuance of the said term, and of other the term or terms, to him or them respectively granted, or by him or them holden therein, keep and conduct the same in such a regular and proper manner in every respect, that the licence or permission of his Majesty's justices of the peace for the vending of any of the liquors or spirits aforesaid shall not in any wise be legally or justly abrogated, forfeited, or refused, and shall and will from time to time during the said term of years hereby granted duly apply for, and use his and their best en-

Lessee to have
beer, &c. of
lessor.

(1) This restriction, although contrary to the general policy of our laws as to the freedom of trade, has been held to be good; see *Hartley v. Peckell*, Peak. Ca. 130. *Holcombe v. Hewson*, 2 Campb. 391. *Jones v. Colney*, 3 *ibid.* 286; also *Weaver v. Sessions*, 6 Taunt. 154.

deavours to obtain such licence or permission (1). PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied, [or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, or any part of the same, without such licence and consent as hereinbefore is expressed], or shall neglect or fail in the performance or observance of any or either of the covenants or agreements hereinbefore contained, which by him or them are to be performed or ob-

LEASES.

*Public House,
or Tavern.*Power of re-
entry on non-
payment of
rent, &c.

(1) Where a lessor demises an inn or tavern to a lessee he sometimes requires, Inn or tavern.

“ Also that he the said (*lessee*) his executors, administrators, and assigns, shall and will serve and provide the said (*lessor*) and his heirs with wine, spirits, and liquors, of all or any kinds, which he or they may order or require, not exceeding in any one year, of the best quality and kind, at the trade or wholesale price, that is to say, per cent. under or lower than the usual or customary retail price.”

LEASES.

*Public House,
or Tavern.*

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

served (1), then and in either of the said cases the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void; and the said (*lessor*) his heirs and assigns, shall or lawfully may immediately or at any time thereafter enter into and upon the said demised premises, or any part thereof in the name of the whole, and repossess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding; but such entry, if made, shall be without prejudice to any right of action which he the said (*lessor*), his heirs or assigns, might otherwise have had for any breach of covenant theretofore made.

AND the said (*lessor*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed or observed, shall and lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby

Bankruptcy,
&c. of lessee.

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, No. IX. p. 109, n. (22).

of judgment, or otherwise
 ed in any manner how-
 which may be com-
 the said (*lessee*) his
 er-tenants, or as-
 of £

LEASES.

Public House,
 or Tavern.

the
 of their
 ivity (1).
 or) his executors
 shall and will at all tim
 uance of the said term of
 granted (save and except as herea
 tioned) serve and provide, or cause to be
 and provided, all and every the tenant and tenant
 who shall inhabit, keep, or occupy the said mes-
 suage, tenement, or public-house hereby demised,
 or intended so to be, (so that the same be by and
 with the approbation and consent in writing of
 him and them the said (*lessee*) his executors, ad-
 ministrators, and assigns), with all such good,
 palatable, and marketable beer, and all other malt
 liquors, British and other spirits, of every sort
 and kind whatsoever, usually sold by him, them,
 or any of them, and which such tenants respect-
 ively shall or may use, consume, expend, or dis-
 pose of, in, upon, or from the said demised pre-

any writ or
 side, annul-
 mination
 gment.

g in No further
 OR supply after
 debt contracted
 to a certain
 amount.

(1) If it be intended that the lease shall be determinable before the end of the term, on notice, see No. IX. p. 111, n. (23), and p. 112, notes. Lease deter- minable.

LEASES.

Public House,
or Tavern.

And change
the same.

Penalty on
default.

mises, or any part thereof, at such and the same price and prices, and of such sort, quality, and description as he or they the said (*lessor*) his executors, administrators, or assigns, shall be accustomed to provide for, serve, and deliver to other his and their customers and dealers. AND also shall and will from time to time, and at all times, as soon as conveniently may be, after notice given to him or them for that purpose, remove, exchange, and replace such of the said liquors, spirits, and goods aforesaid, as shall or may (by or through the default of him the said (*lessor*), his executors, administrators, or assigns, his, their, or any or either of their clerks, agents, or men, or by or through any cause whatsoever, previously to the delivery thereof) prove, become, or be unfit for sale and consumption at the ordinary and customary prices thereof respectively, [and in default of so supplying and exchanging such liquors, spirits, and goods aforesaid, or any of them, or any part or parts thereof, he the said (*lessor*) his heirs, executors, administrators, or assigns, shall and will forfeit and pay unto the said (*lessee*) his executors, administrators, under-tenants, or assigns, the full and just sum of £ of lawful and current money of England, for each and every such default, as and for settled and liquidated compensation and damages for any loss, detriment, or injury, which he or they shall, may, or might have sustained by reason or means thereof]; and the said (*lessor*) his heirs, executors, administrators, or assigns, shall not, nor will any or either

of them move for arrest of judgment, or otherwise delay or cause to be delayed in any manner howsoever, any action or suit which may be commenced or instituted by him the said (*lessee*) his executors, administrators, under-tenants, or assigns, for recovery of the said sum of £ aforesaid, nor bring nor move for any writ or writs of error for removing, setting aside, annulling, or impeding the progress, final determination or execution of such suit or action or judgment. PROVIDED ALWAYS nevertheless, that nothing in the said last preceding covenant shall obligate or compel, or be deemed or construed, or is by these presents intended to obligate or compel the said (*lessor*) his executors, administrators, or assigns, to supply or provide the said (*lessee*) his executors, administrators, under-tenants, or assigns, any or either of them, with any of the liquors, spirits, or goods aforesaid, when or after such time or times as he or they the said (*lessee*) his executors, administrators, under-tenants, or assigns, any or either of them, shall or may have contracted a debt or demand with the said (*lessor*) his executors, administrators, or assigns, any or either of them, to the amount of the sum of £ for such liquors, spirits, or goods, or any of them, until such debt or demand be fully paid and satisfied; nor (in case of any such debt or demand) if the said (*lessor*) his executors, administrators, or assigns, shall refuse, neglect, or omit to provide or supply him or them the said (*lessee*) his executors, administrators, under-tenants, or assigns

LEASES.

*Public House,
or Tavern.*

No further supply after debt contracted to a certain amount.

LEASES.Public House,
or Tavern.

therewith, shall the said last mentioned penalty or sum of £ be deemed or construed to be in any manner forfeited, forfeitable, due or recoverable on account, or by reason or means of any such neglect or refusal. PROVIDED ALWAYS, and it is hereby declared and agreed, that all and every payment which shall or may be made by the said (*lessor*) his heirs or assigns, for repairs, insurance, or otherwise, for or on the part of the said (*lessee*) his executors, administrators, or assigns, relative to or in respect of the premises hereby demised, and all penalties to be incurred by him or them for breach of any covenant or agreement herein contained, shall be considered in the nature of rent reserved, and be recoverable in like manner as the said yearly rent or sum of £ hereby reserved. IN WITNESS, &c.

LEASES.

Mill.

No. XIII.

Lease of a Mill.

Variations *where it is a Wind-Mill and where a Water-Mill.*

Where it is an original and where a derivative or Underlease, &c. &c. as below (1).

THIS INDENTURE, made the day of
 [*in the year of the reign, &c. and] in
 the year of our Lord . BETWEEN Parties.
 (the lessor) (2) of, &c. of the one part, and
 (the lessee) of, &c. of the other part.
 WHEREAS (3) the said (lessee) has agreed with the
 said (lessor) for a lease of the mill and piece of
 ground hereinafter described, for the term of
 years, from the day of at
 and under the rent and covenants hereinafter con-

(1) If the lessor be himself a lessee only of the premises, see Underlease. *ante*, No. X.

* If it be desired that the lease should be prepared with all Conciseness. practicable conciseness, the words within brackets may be omitted throughout the precedent.

(2) If the lease be granted by a bailiff, &c. of the lessor, see Bailiff. *ante*, No. IX. p. 94, n. (1).

(3) If the lease be granted in pursuance of a previous written Prior agreement, such agreement may be here recited, as *ante*, No. agreement. IX. p. 95, n. (2).

LEASES. tained. NOW THIS INDENTURE WITNESSETH, that
 in pursuance of the said agreement, and for and
 in consideration (1) of the yearly rent hereinafter
 reserved, and of the said covenants and agree-
 ments hereinafter contained, which on the part of
 the said (*lessee*) his executors, administrators, and
 assigns, are to be performed or observed, He the
 said (*lessor*) HATH granted, demised, and leased,
 and by these presents DOTH grant, demise, and
 lease, unto the said (*lessee*), his executors, admi-
 nistrators, and assigns, (such assigns being so to
 be approved as hereinafter is mentioned) ALL
 that piece or parcel of ground, &c. situated,
 &c. (2) AND all that mill, machine, or engine

Mill.

WITNESS, in consideration of rent, &c.

The lessor grants, &c.

Parcels.

Money expend-
ed in repairs.

Water-mill.

(1) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see No. IX. p. 95, n. (3).

(2) If it be a water-mill, it may be varied thus,

“ All that stream of running water, and watercourse called the _____ from the lock or stank called the water gate, up to the mill, machine, or engine for the grinding of corn and other grain, thereupon erected or being, called _____ mill, and so on beyond the said mill, to that part of the said stream called the mill ford, together with the ground and soil upon which the same is or runneth, and the banks and dams thereof, for _____ feet in breadth, on each side of the said stream; and also all that the said mill, machine, or engine so erected and being in or upon the said stream, with all and all manner of toll, custom, benefit of grinding of corn and grain of all kinds, and all and singular the lands, head-wears, mill-ponds, mill-pools, mill-dams, mill-leats, flood-gates, winnowing places, banks, ponds, streams, waters, watercourses, rivers, fishing, fishing places, ways, paths, pipes, &c. *as above.*”

for the grinding of corn and other grain, called mill, standing and being in or upon the said piece or parcel of ground, together with all and all manner of sail cloths, stones, wheels, going and running geers, bolting machines, bolting cloths, irons, leads, and weights, belonging unto and used with the said mill; and all and all manner of other erections, buildings, machinery, engines, utensils, implements, and effects whatsoever, now standing, or being in or upon, the said piece or parcel of ground, or within, upon, or belonging to the mill, and also all that garden or orchard adjoining and belonging to the said mill. Together with all [houses, outhouses, sheds, yards, gardens, ways, paths, passages, common use of passing to and from the said mill, toll, custom, benefit of grinding of corn and grain, and all and all manner of other] rights, privileges, advantages, easements, profits, commodities, and appurtenances whatsoever, to the said piece or parcel of ground, mill, and premises belonging, or in any wise appertaining, (except, &c.) (1) To

LEASES.

Mill.

General words.

To hold for the term of years.

(1) Here insert any exception to be made out of the demise; Exceptions. and if the lease be granted by a canal company, say,

“ Except and always reserved unto the said company of Canal proprietors, their successors and assigns, and their servants, agents, and workmen, full right, free liberty, and lawful and absolute authority, at their wills and pleasure, from time to time, and at all times, during the continuance of the term hereby granted, to direct, lead away, and subtract, all or any part of water streams and water courses now flowing,

LEASES. **MILL.**

MILL.

At the yearly rent of £ clear of taxes.

HAVE AND TO HOLD the said piece or parcel of ground, mill, garden, orchard, tolls, customs, and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*), his executors, administrators, and assigns, (such assigns being to be so approved, as aforesaid), from the day of now last past, for and during the full and complete term of years, thence next ensuing (1). **YIELDING AND PAYING** for the same yearly and every (2) year during the said term, unto the said (*lessor*), his heirs and assigns, the rent or sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear

or being or during the continuance of the said term of years to flow, or be in or upon, over or under, the said mills and premises hereby demised, or any part thereof, and to act in and about the same water streams and water courses, as they the said company of proprietors, their successors or assigns, shall think fit and proper."

Lease determinable.

(1) If the lease is to be determinable on notice, see No. IX. p. 97, n. (6).

(2) If in consideration of repairs done or to be done by the tenant, see No. IX. p. 97, n. (8).

of and from the land tax, sewers' rate and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, [whether already or at any time hereafter to be imposed upon or payable by the landlord or tenant thereof, for or in respect of the said premises, or any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not], the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*), for himself, &c. (*Covenant by lessee to pay the rent reserved*) (1). AND also, that he the said (*lessee*), his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised,

LEASES.

Mill.

Covenant by lessee to repair.

(1) See *ante*, No. VIII. p. 71.

The following provision in favour of the landlord is frequently inserted in leases of mills, but it seems to be imposing an unreasonable burthen upon the lessee.

Lessee to grind lessor's corn.

"AND further, that he the said (*lessee*), his executors, administrators, and assigns, shall and will from time to time, and at all times during the said term, grind for the said (*lessor*) and his heirs, and his and their family and household, without claiming or taking any manner of toll or custom for the same, all such wheat, rye, barley, or oats, or other grain as shall be brought to the said mill, by the servants or assigns of the said (*lessor*), and that without any delay, refusal, or impediment, so that the grist of the said grain do or shall not exceed bushels in any one week."

LEASES.

Mill.

well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, all and every part of the said mill, with the sails, wheels, and machinery thereof, and the gates and fences surrounding the said piece or parcel of ground, and all and singular other the said demised premises (1); TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*), his executors, administrators, or assigns (2). AND moreover, (add usual covenants as in other leases) (3). IN WITNESS, &c.

Water-mill.

(1) If it be a water-mill, add,

“ And all and every the head-wears, ponds, dams, banks, watercourses, and other the premises hereby demised; and also empty, scour, cleanse, amend, maintain, and keep, all the glass windows, pavements, wheels, pulleys, troughs, gears, tackling, fixtures, mill-ponds, mill-banks, water-sluiques, flood-gates, streams, waters, watercourses, privies, sinks, gutters, hedges, ditches, mounds, fences, gates, piles, pales, rails, bridges, footpaths, and ways thereunto belonging.”

Landlord to repair.

(2) If the landlord is to keep the premises or any part of them in repair, or to rebuild in case of their destruction by fire or otherwise, see No. IX. p. 101, n. (16).

Covenants.

(3) See *ante*, No. IX. p. 98, *et seq.* and if the lease be granted by a canal company, add,

Canal.

“ And further, that he the said (*lessee*), his executors and administrators, shall and will from time to time, and at all times during the continuance of the said term of years

hereby demised, carry and convey by the canal as far as they reasonably may or can, all and every the grain, flour, and all other the raw and manufactured articles and materials to be ground, dried, and manufactured, and made in or upon the said mills or premises hereby demised, or any part thereof. And also that he the said (*lessee*), his executors or administrators, shall not nor will, at any time during the continuance of the said term of years, use, work, or act, in, upon, or about the said mills and premises hereby demised, or obstruct the navigation of the said canal, or any part thereof. And also that he the said (*lessee*), his executors or administrators, or any other person or persons, claiming under him or them, shall not nor will, at any time during the continuance of the said term of years hereby granted, obstruct, hinder, or prevent, or bring, or prosecute any proceeding at law or in equity, to obstruct, hinder, or prevent the said (company of proprietors), their successors or assigns, or any of them, from diverting, leading away, or subtracting all or any part of the water streams or watercourses now flowing, or being or at any time during the continuance of the said term of years hereby granted, to flow or be in, upon, over, or under the said mills or premises hereby demised, or any part thereof, or from acting in and about the same water streams and watercourses, as they the said (company of proprietors), their successors and assigns, shall think fit and proper. And also that he the said (*lessee*), his executors or administrators, or any other person or persons claiming under him or them, shall not nor will bring, prosecute, have, or make any action or suit at law or in equity, claim, pretension, or demand upon or against the said (company of proprietors), their successors or assigns, for or by reason or means, or on account of any loss, cost, expense, or damage, to be, or alleged to be borne, sustained, or expended by the said (*lessee*), his executors or administrators, by reason, or on account of the diverting, leading away, and subtracting of all and every, or any part of the water streams or water-courses now flowing, or being, or at any time during the continuance of the said term of years hereby granted,

LEASES.

Mill.

LEASES.Mill.

to flow, or be, in, upon, over, or under the said mill and premises hereby demised, or any part thereof, or for or by reason or means, or on account of any repairs, or want of repairs of the said canal, or any part thereof, or of any varied line thereof, or any works to be carried on, in, or about the said canal, or any varied line thereof, or for, or by reason or means, or on account of any other act, means, neglect, or default of the said (company of proprietors), their successors or assigns, or their or any of their servants, agents, or workmen, in or about the same. IN WITNESS, &c."

LEASES.

*House, &c.
in an Un-
finished State.*

No. XIV.

Lease of a House, &c. in the Skeleton or an Unfinished State; to be completed by the Tenant.

Variations as below, (1).

THIS INDENTURE, made the day of
[in the year of the reign, &c. and] in the
year of our Lord . BETWEEN (*the* Parties

(1) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94; and No. XV. *post*. Notes, &c.

If the present lessor be himself a lessee only of the premises, see *ante*, No. X. Underlease.

If a corporate body, *post*, No. XXI. Corporation.

If by a college, *post*, No. XXII. College.

If the lease be granted by tenant in tail, or for life at the common law, see *post*, No. XXIII. Tail, &c.

If under the statute, *post*, No. XXIV.

If a bishop or other ecclesiastical person, see *post*, No. XXV. Bishop.

If by a husband seised in right of his wife, *post*, No. XXVI. Husband.

If by tenant for life under a power, *post*, No. XXVII. Life.

If by trustees, *post*, No. XXVIII. Trustees.

If by a guardian, *post*, No. XXIX. Guardian.

If by the committee of a lunatic, *post*, No. XXX. Committee.

LEASES. *lessor* of, &c. of the one part, and (*the lessee*) of, &c. of the other part. WHEREAS (1), the said (*lessee*) hath agreed with the said (*lessor*) for a lease of the messuage or tenement, &c. hereinafter described, for the term of _____ years, from the _____ day of _____ at and under the rent and covenants hereinafter contained. Now THIS INDENTURE WITNESSETH, that in pursuance of the said agreement, and for and in consideration of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, which on the part of the said (*lessee*), his executors, administrators, and assigns, are to be performed or observed, and also for and in consideration of the costs, charges, and expenses, which he the said (*lessee*) has been at and expended [*or hath hereinafter covenanted and agreed to be at and expend*], in or about building and finishing the messuage or tenement and premises hereinafter described, HE the said (*lessor*) HATH

LEASER. *House, &c. in an Unfinished State.*

WITNESS, in consideration of rent, &c.

Lessor grants, &c.

Heir. If by an heir at law under an agreement by his ancestor, *post*, No. XXXI.

Mortgagee. If by mortgagor and mortgagee, *post*, No. XXXII.

Joint-tenants. If by joint-tenants, tenants in common, or coparceners, *post*, No. XXXIII.

Executors. If by executors or administrators, *post*, No. XXXIV.

Tenants in common, &c. If it be granted to joint-tenants, tenants in common, or copartners, *post*, No. XXXV.

Executors. If to executors or administrators, *post*, No. XXXVI.

Prior agreement. (1) If the lease be granted in pursuance of a previous written agreement, such agreement may be here recited, as *ante*, No. IX. p. 95, n. (2); and see also *ante*, No. IV.

LEASES.

House, &c.
in an Un-
finished State.

At the yearly
rent of £
clear of taxes.

during the full and complete term of years from thence next ensuing. YIELDING AND PAYING for the same, for and during the first year of the said term, the rent of a pepper-corn, if demanded, and from and after the expiration of the first year of the said term, then YIELDING AND PAYING yearly and every year during the then residue and remainder of the said term, unto the said (*lessor*), his heirs and assigns, the rent or sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land tax, sewers' rate, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable for or in respect of the said premises, or any part thereof, and whether any such future taxes, rates, or assessments shall be in the nature of those now in being or not, the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns,

Covenant by
lessee to pay
the rent re-
served.

shall and will, from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay or cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents, [he the said (*lessor*), his heirs or assigns, tendering and delivering to him or them a sufficient receipt in writing for the same.] AND also well and truly pay and satisfy the land tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his executors, administrators, or assigns in respect thereof, and whether any such future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not. AND likewise that he the said (*lessee*) his executors, administrators, and assigns, shall and will at his and their own proper costs and charges, before the day of now next ensuing, complete, finish, and in every respect make fit for habitation, the said messuage or tenement, and buildings hereby demised, and

LEASES.

*House, &c.
in an Un-
finished State.*

And taxes.

To finish the
buildings in a
certain time.

LEASES.

*House, &c.
in an Un-
finished State.*

Covenant by
lessee to repair.

every part thereof, and complete all walls, mounds, and fences for the effectually fencing and enclosing the same premises, and make, carry on, and completely finish all needful and necessary drains, channels, sewers, and watercourses, for the cleansing and carrying off the filth and soil, and also pave the foot-way in the front to the carriage-way in the middle of the said street, and contribute, bear, and pay a due proportion with all other the neighbouring inhabitants, or owners of houses and buildings, for watching and lighting the same, until such watching, lighting, watering, and cleansing shall be otherwise provided for by act of parliament (1). AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises

Building cove-
nants.

(1) See fuller stipulations of these and the like kinds, *post*, No. XV. which may be introduced into a lease of the present description, or not, according to circumstances.

hereby demised; and also all and singular the outside brick work, plastering, slating, tiling, railing, pavement, and other the outer parts of the same messuage or dwelling-house, buildings and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND moreover shall and will paint, paper, and whitewash, in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are usually painted, papered, and whitewashed; and cause to be painted in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises at the end of the first and years of the said term. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will as often as shall be requisite during the term hereby granted, bear, pay, and contribute or allow a reasonable share and proportion of the costs and charges of making, supporting, repairing, amending, and cleansing, as well all party walls, party gutters, common sewers and drains, and other easements, used during the said term in common, by the occupiers of the said premises, and the occupiers of any other messuages, &c. now or hereafter to be built on the estate of the said (*lessor*) belonging, or which at any time during

LEASES.

*House, &c.
in an Un-
finished State.*

And paint, &c.
twice within
the term.

And repair
party walls, &c.

LEASES.

*House, &c.
in an Un-
finished State.*

Covenant by
lessee to insure
against fire.

And produce
vouchers.

the term hereby granted shall belong to the said demised premises, as also of all drains and common or public sewers in the said parish of into or through which there shall or may pass any water or soil coming or running, or to come or run from the said piece or parcel of ground and premises hereby demised. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense insure the said messuage or tenement, erections, buildings and premises hereby demised, against loss from accidents by fire in the insurance office in London, or in some other good and reputable office, to be approved of by the said (*lessor*) his heirs or assigns, in the joint names of the said (*lessor*) his heirs and assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same together with all other messuages or buildings which may from time to time be erected upon the said piece or parcel of ground during the said term, well insured in or for such sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said (*lessor*) his heirs or assigns, produce unto him or them a receipt, acquittance, or other voucher for the payment of such insurance for the then current year; and in de-

fault thereof that he the said (*lessor*) his heirs and assigns, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the then next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid. AND it is further agreed and declared that no abatement of the rent hereby reserved, or any part thereof, shall be made or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident or damage by fire as aforesaid, or on account of the said premises being rendered unfit for habitation by reason thereof, or during such rebuilding or

LEASES.

*House, &c.
in an Un-
finished State.*

Insurance money to be expended in reinstating the premises.

No abatement of rent on account of destruction by fire.

LEASES.

*House, &c.
in an Un-
finished State.*

Power of entry
to view repairs,

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

reparation of the same, or on any other account whatsoever, but the same shall be payable and paid in like manner as if no such accident or damage had happened. AND also that it shall be lawful for the said (*lessor*) his heirs and assigns, and also to and for the ground landlord and other the person or persons for the time being intitled to the freehold and inheritance of the said demised premises, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term (or oftener, if he or they shall see occasion) at seasonable times in the day-time, on giving three day's previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures, shall be there found or appear, he the said (*lessee*) shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be reinstated and replaced. AND further, that he

the said (*lessor*) his executors, administrators, or assigns, or his or their servants or agents, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises (not being upon any window or door thereof), that the said premises will be to be letten at the expiration of the said term ; and also at any convenient time in the day-time (giving at all times one day's previous notice thereof), show and go over the said demised premises, or any part thereof, to or with any person or persons who shall desire to view or see the same (1). AND further, that he the said (*lessee*) his executors, administrators, and assigns, shall not, nor will, at any time during the continuance of the said term hereby granted, use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement, and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb-seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working

LEASES.

*House, &c.
in an Un-
finished State.*

Lessor may affix notices at the end of the term.

And show them to persons.

Lessee will not carry on noisome trades.

(1) If the landlord have other houses adjoining, the proviso, *Houses adjoining.* *ante*, p. 104, n. (17), may be added here.

LEASES. cutler, chimney-sweeper, bagnio keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] House, &c. in an Unfinished State. noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessor*) his executors, administrators, or assigns, first had and obtained for that purpose; and shall not nor will without such consent as aforesaid, make or suffer at, or within the space of three calendar months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuage and premises, or any part thereof (1). Nor suffer sales by auction. **AND** moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, and other the premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures, and other things which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and con-

Lessee will quit at the end of the term.

Private house. (1) If the lessee is not to convert the premises into a shop, nor assign without licence, see *ante*, No. IX. p. 103, marg. *.

Licence. If the lessee is not to assign without licence, add such restriction here, as *ante*, p. 50.

dition in all respects, (reasonable use and wear thereof only excepted) (1). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall [permit or suffer any of the trades or businesses hereinbefore mentioned, to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (2), then and from thence-

LEASES.

*House, &c.
in an Un-
finished State.*

Power of re-
entry on non-
payment of
rent, &c.

(1) A covenant that the lessor has power to demise, may be here inserted, as *ante*, p. 90, and see p. 88, n. (44), and p. 111, n. (24). Right to grant.

(2) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, note. Bankruptcy,
&c.

LEASES.

*House, &c.
in an Un-
finished State.*

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

forth the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void, and the said (*lessor*) his heirs or assigns, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding (1). AND the said (*lessor*) for himself, his heirs and assigns, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained as by him and them are to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years hereby granted thereof,

Underlease.

(1) If it be an underlease, here may be added a covenant by the lessor to pay the rent and perform the covenants in the original lease, as *ante*, p. 136, and see p. 141, (B), and covenant for production of the original lease, as *ante*, p. 140, n. (1).

without any lawful denial, hindrance, molestation,
or interruption whatsoever (1). IN WITNESS,
&c.

LEASES.

*House, &c.
in an Un-
finished State.*

(1) If the lessor's title has not been satisfactorily ascertained, *Lessor's title.*
see *ante*, p. 88, n. (44), and p. 90.

If the lease be intended to be determinable on notice, add *Lease deter-*
here a proviso for that purpose, as in No. IX. n. (6). *minable.*

Here may be added a covenant for further assurance, as *ante*,
p. 92.

LEASES.

*Building or
repairing Lease.*

No. XV.

*A Building Lease, or Lease of Land to be built
upon.*

*Variations where it is an original and where an Under-
lease.*

Where it is a repairing Lease.

And other Variations as below. (1).

THIS INDENTURE made the _____ day of
in the _____ year of the reign, &c.

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- Notes, &c. (1) See also the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94.
- Corporation. If the lease be by a corporate body, see *post*, No. XXI.
- College. If by a college, *post*, No. XXII.
- Bishop. If by a bishop or other ecclesiastical person, see *post*, No. XXV.
- Husband. If by a husband seised in right of his wife, *post*, No. XXVI.
- Under power, &c. If by a tenant for life in tail, &c. under a power, *post*, Nos. XXIV. XXVII. XXVIII.
- Heir. If by an heir at law under an agreement by his ancestor, *post*, No. XXXI.
- Mortgagee. If by a mortgagor and mortgagee, *post*, No. XXXII.
- Joint-tenants. If by joint-tenants, tenants in common, or coparceners, *post*, No. XXXIII.
- Tenants in common, &c. If it be granted to joint-tenants, tenants in common, or copartners, *post*, No. XXXV.
- Executors. If to executors or administrators, *post*, No. XXXVI.

and in the year of our Lord . . . BETWEEN LEASES.
the lessor) of, &c. . . of the one part, and
(the lessee) of, &c. of the other part. WHEREAS, Building or
 &c. (1) and WHEREAS the said *(lessee)* has agreed repairing Lease.
 with the said *(lessor)* for a lease of the piece or Parties.
 parcel of ground hereinafter described, for a term
 of . . . years, for the purpose of building a
 certain number of dwelling houses thereon, under
 and subject to the rents, covenants, and agree-
 ments hereinafter contained. NOW THIS INDEN- WITNESS, that
 TURE WITNESSETH, that for and in consideration (2) the lessor in
 of the yearly rent hereinafter reserved, and of the consideration
 covenants and agreements hereinafter contained of rent, &c.
 on the part of the said *(lessee)* his executors, ad-
 ministrators, and assigns, to be respectively paid,
 observed, and performed, HE the said *(lessor)*

(1) If the lease be granted in pursuance of a previous written Previous agree-
 agreement, such agreement may be here recited, as *ante*, p. 92, ment.
 n. (1), and see also *ante*, No. IV.

(2) If in pursuance of a power, recite such power, as *post*, Power.
 Prec. No. XXVII.

If it be an underlease, recite the original lease, as *ante*, p. 115, Underlease.
 and see *ibid.* n. (1).

If it be a repairing lease, add,

“AND whereas the said *(lessor)* hath agreed to demise Repairing
 the said messuage, &c. to the said *(lessee)* for the term of lease.
 . . . years, in consideration of his expending the sum of
 £ . . . , or such further sum as may be required, in
 putting the same in substantial repair, and making such im-
 provements therein as hereinafter is mentioned, and in con-
 sideration of the rents, covenants, and agreements herein-
 after reserved and contained, on the part of the said *(lessee)*
 to be respectively paid and performed.”

LEASES.*Building or
repairing Lease.*Demises, &c.
Parcels.

HATH granted, demised, and leased, and by these presents **DOth** grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, **ALL** that piece or parcel of ground, situated, lying, and being in, &c. , containing by estimation acres, be the same more or less, &c. which said piece or parcel of ground is more fully delineated or distinguished in a plan or ground plot thereof, drawn in the margin of these presents; Together with all and every the lawful, customary, and other rights, privileges, easements, advantages, and appurtenances whatsoever, to the said piece or parcel of ground and premises belonging, or in any wise appertaining, or therewith now or heretofore lawfully holden, used, occupied, or enjoyed (1), and all ways, paths, passages, and watercourses, to the said piece or parcel of ground and premises hereby demised, now or hereafter belonging, or in any wise apper-



(1) If the buildings are intended to be formed into a square, with an inclosed centre, it may be added,

Square.

“ Together with the liberty and privilege, in common with other tenants, whose houses may front the said new intended square, of walking within the garden designed and intended to be made and inclosed within the same square, and of having and keeping a key to the gate or gates thereof; together also with the use, in common with other tenants, of the stable-yard or mews, intended to be built at the back of the east side of the square, and of the horse-pond, watering-place, pump, water, and pipes therein, with other the appurtenances and conveniences thereunto belonging, or commonly used or to be used therewith.”

taining, (save and except only out of this devise such of the said ways, paths, passages, and watercourses, as shall be stopped up, altered, or obstructed by the new buildings erected or to be erected according to the general plan for the new buildings, and saving and reserving unto the said (*lessor*) his heirs and assigns, [and to the person or persons who for the time being shall be entitled to the rent hereinafter reserved, his, her, and their agents, servants, and workmen, at all times thereafter full and free liberty, licence, and authority, to lay any pipe or pipes for carrying water to and from any place or places, through and under any part of the premises hereby demised, and through and under the public house, and cart ways, streets, or passages, now intended to be made before or near to the said premises hereby demised, and as occasion shall require to take up and repair the said pipes, he and they doing to the said premises and buildings the least possible damage or injury, and immediately repairing the same, and reinstating all such matters and things as shall be altered or removed thereby, and paying to the owners or occupiers for the time being of the said premises all damage which they shall sustain (1).] **TO HAVE AND TO HOLD** the said piece or parcel of ground, and all and singular other the premises hereby demised, or intended so to

LEASES.

*Building or
repairing Lease.*Exception of
ways, &c.To hold to
the lessee.

(1) If the lessor have let the adjoining ground to other lessees to be built upon, there may also be an exception,

“ Unto the said (*lessor*) his heirs and assigns, and other the owner and owners for the time being of other the lands

Exception of
watercourses.

LEASES.

*Building or
repairing Lease.*

be, together with all and singular the messuages or tenements, dwelling-houses, erections, and buildings, which now are, or at any time hereafter during the said term may be, erected or built upon the same, in pursuance of these presents, with all and every of the rights, privileges, appendages, and appurtenances to the same premises, or any of them, or any part thereof, belonging, (except as before excepted) unto the said (*lessee*) his executors, administrators, and assigns, from the day of now last past, for and during the full and complete term of

At a peppercorn rent for the first year.

years thence next ensuing (1). **YIELDING AND PAYING** for the same, for the first year of the said term, the rent of a pepper-corn on the last day thereof, if demanded. **AND YIELDING AND PAYING**, yearly and every year during the remainder of the said term (except as hereinafter is mentioned), unto the said (*lessor*), his heirs and assigns, the rent or sum of £ of lawful and current money of that part of the United Kingdom

And at the rent of £ for residue of the term.

or grounds now held of him the said (*lessor*) in the said parish of , and his and their tenants, the free passage and running of water and soil coming or to come off or from the said other lands or grounds now of the said (*lessor*), and the houses built or to be built thereon, in, by, and through the channels and drains now belonging to and which may and shall hereafter be made in and upon the said hereby demised premises, or any part or parts thereof, he, she, or they, on reasonable request, paying his, her, or their shares and proportions of cleansing and repairing the said channels and drains as often as need shall be or require."

Underlease.

(1) If it be an underlease, add "free and clear," &c. as *ante*, p. 118, marg. *.

LEASES.

Building or
repairing Lease.

Covenant by
lessee to pay
the rent re-
served.

And taxes.

sessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable for or in respect of the said premises or any part thereof, or the houses or buildings to be hereafter erected thereon, and whether any future taxes, rates, or assessments, shall be in the nature of, or in addition to, those now in being or not, the first quarterly payment of which said yearly rent or sum of £ . . . is to be made on the day of . . . next ensuing the date of these presents. AND the said (*lessee*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*), his heirs (1) and assigns, in the manner following, (that is to say) that he the said (*lessee*), his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay, or cause to be paid unto the said (*lessor*), his heirs and assigns, the said yearly rent or sum of £ . . . of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned for payment thereof, and according to the true intent and meaning of these presents, [he the said (*lessor*) tendering and delivering to him or them a sufficient receipt in writing for the same. And also well and truly

Underlease.

(1) If it be an underlease, make the covenants with the lessor his "executors, administrators, and assigns," instead of "heirs and assigns," throughout the lease.

pay, satisfy, and discharge the land tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*), his heirs or assigns, in respect thereof, and whether any future taxes, rates, duties, or assessments, shall be in the nature of or in addition to those now in being or not (1).]

LEASES.

Building or
repairing Lease.

(1) If the landlord have other houses adjoining, see *ante*, p. 104, n. (17). Houses adjoining.

If the houses are to have mews behind, add,

Mews.

“ And that he the said (*lessee*) his executors, administrators, or assigns, shall and will upon the request of the said (*lessor*) his heirs or assigns, well and truly pay or cause to be paid so much lawful money of Great Britain, as shall be his and their share of or for the charge of making and paving the said intended stable yard or mews, and the ways thereunto belonging, and the drains and sewers to be made therein, and of making and providing a horse-pond, watering-place, pump, and pipes, with other conveniences and appurtenances thereto, and to be so used in common as aforesaid; which said share of such charge shall be raised and proportioned according to the number of feet of the said piece of ground above hereby demised, as doth or shall front or lie next to the said intended stable or mews, or any way or ways adjoining, belonging, or leading thereto; and which said stable yard, or mews and ways thereunto belong-

LEASES.

*Building or
repairing Lease.*

Covenant by
lessee to build,
&c.

AND the said (*lessee*), for himself, his executors, administrators, and assigns, doth hereby further covenant, promise, and agree, with and to the said (*lessor*), his heirs and assigns, in manner following, (that is to say) that he the said (*lessee*), his executors, administrators, or assigns, shall and will, by or before the day of next ensuing the date hereof, and which will be in the year , at his and their own proper costs, charges, and expense, under the inspection and to the approbation of such surveyor as the said (*lessor*), his heirs or assigns, shall from time to time appoint, erect, build (1), and completely

ing, with all the appurtenances and conveniences as aforesaid, being so made and completed as aforesaid, he the said (*lessee*) his executors, administrators, or assigns, shall and will pay, bear, and discharge his and their like proportionable part and share, with other the tenants fronting the said intended stable yard or mews, of the charges of paving, repairing, new making, keeping, continuing, and preserving the same, as often as need or occasion shall require, during all the then remainder of the said term hereby demised."

Repairing lease. (1) If it be a repairing lease, say,

" And the said (*lessee*) doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, that he the said (*lessee*) his executors, administrators, or assigns, shall and will, within the space of calendar months next after the date of these presents, put or cause to be put into good and substantial repair, state, and condition, in all things, under the direction, and to the reasonable approbation of the said (*lessor*) his heirs or assigns, the messuage,

finish fit for habitation, upon the said piece or parcel of ground hereby demised, a messuage or dwelling house [or messuages or dwelling houses] in front of the road, leading from to &c. of the rate or class of building, with suitable out-offices thereunto, which said messuage, [or several messuages], erections, and buildings shall be set back feet at the least from the present foot-path (1) of the road leading from to aforesaid, and the front of the said messuage [or respective messuages], erections, and buildings, shall be cased with seconds of Malm stocks, with grey gauge arches to all the windows and doors, and the covering of the roofs to be of slate or tiles and lead, and all the timber scantlings to be of yellow fir, and not to be of smaller dimensions than as follows, viz. the joists not less than inches by inches, the partitions and rafters not less than inches by inches, partition plates not less than inches by inches, and all the wall plates not less than inches by

LEASES.

Building or
repairing Lease.Rate and man-
ner of building.

tenement, and all and singular other the premises hereby demised, with the appurtenances to the same belonging, and also shall and will lay out and expend the full sum of £ in or for erecting and building a stable," and produce vouchers, &c. as above.

(1) A covenant or agreement to build must be specific and definite in its terms, in order to entitle the lessor to call upon court of equity for specific performance. *Moseley v. Virgin*, 3 Ves. 184.

LEASERS.

*Building or
repairing Lease.*

Make a com-
mon drain.

Set up palli-
sadoes, &c.

Pavement, &c.

inches, to be laid edgeways, and the trimmer joists not to be less than inches by inches. The gardens to be inclosed by a inch brick fence wall, to be built with good sound grey stock bricks. And also shall and will, at his and their own proper costs and charges, make or cause to be made a good and sound gun-barrel drain, inches at least in diameter, to the satisfaction of the commissioners of sewers, in whose district the same may be, in front of the said messuage [*or* several messuages] erections, and buildings, as and for a common sewer thereto. AND also shall and will set up iron [*or* wooden] pallisadoes before the front of the said messuage or tenement, at a convenient distance from the same, and also good oaken posts of sufficient substance, at the distance of ten feet or thereabouts from the said front, so as to range in a straight line with other the posts already set up in the front of the houses heretofore erected or erecting in the said street; and shall and will pave a convenient footway or passage not less than five feet wide between the said pallisadoes and posts with good Purbeck stones or squares, and also pitch or pave all the remainder of the ground before the front of the said messuage or tenement, [*or* several messuages or tenements;] the said pavement to be laid at such height or level as shall be directed by the said (*lessor*), his heirs or assigns, and also bear, pay, and contribute a rateable proportion with other the inhabitants or tenants in the said street, for watching, lighting,

cleansing, and paving the same, during the said term. AND also that he the said (*lessee*), his executors, administrators, and assigns, shall and will lay out and expend in and about each and every of the said messuages or dwelling houses, erections, and buildings so to be erected and completed as aforesaid, the full sum of £ at the least, and produce to the said (*lessor*), his heirs or assigns, or his or their surveyor, the bills, receipts, or other proper and sufficient vouchers and evidences of the workmen thereof, for the same, so that it may satisfactorily appear that the said sum has been so expended, and the said buildings completed in the manner herein expressed (1).

LEASES.

Building or repairing Lease.

 Lessee will expend £ in building.

(1) If the lessor is to make advances to the lessee to enable him to complete the intended erections, add,

“ And the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessor*) his executors or administrators, shall and will advance and lend unto the said (*lessee*) his executors, administrators, and assigns, if he or they shall in writing under his or their hand or respective hands require the same, the sum of £ of lawful current money of England by way of mortgage upon each of the several messuages or dwelling houses so agreed to be built upon the piece or parcel of ground hereby demised, at the times and in the manner following, that is to say, the sum of £ when and as each of the said messuages or dwelling houses shall be duly erected and covered in, and the further sum of £ when and as they shall respectively be finished to the papering thereof, he the said (*lessee*) his executors, administrators, and assigns, executing at his and their own proper costs and charges, a good and sufficient assignment, or other assurance,

Lessor to lend lessee a certain sum.

LEASES.

*Building or
repairing Lease.*

Lessee to pay
per thousand
of bricks.

And keep the
premises in re-
pair.

PROVIDED always, and it is hereby declared and agreed by and between the said parties hereto, that in case the said (*lessee*), his executors, administrators, or assigns, shall not erect and complete the several dwelling houses and buildings hereinbefore described, in the manner and within the time hereinbefore mentioned, it shall be lawful for the said (*lessor*), his heirs and assigns, to demand, and he the said (*lessee*), his executors, administrators, and assigns, shall and will pay or cause to be paid upon demand made to him or them thereof, the sum of three shillings for every one thousand bricks made upon the said premises, and the sum of one shilling for every cart-load of earth or ballast which shall be or might have been by him or them sold or disposed of, from off the said premises. AND also, that he the said (*lessee*), his executors, administrators, or assigns, shall and will at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper costs and charges, all

and security by way of mortgage of every such messuage or tenement, or with a bond and warrant of attorney if required, to be respectively approved of by the counsel in the law of the said (*lessor*) his heirs or assigns, and in which said assignment, assurance, and security, the sum or sums which shall have been so advanced or lent shall be made payable within calendar months next after the time of advancing the same, together with interest after the rate of five per cent. per annum, until payment thereof."

and every the said messuages or tenements, dwelling houses, and buildings, so to be erected as aforesaid, [and also all and every the glass and other windows, window-shutters, doors, locks, fastenings, bells, partitions, ceilings, floors, chimney pieces, pavements, privies, sinks, drains, cesspools, cisterns, pumps, wells, pipes, and watercourses, thereunto belonging: and also all such fixtures, buildings, improvements, and additions whatsoever, as at any time during the said term shall be erected or made by him the said (*lessee*), his executors, administrators, or assigns, upon the said premises or any part thereof. AND also bear, pay, and discharge a reasonable share and proportion of the charges and expenses of making, supporting, repairing, and amending as well all party-walls and gutters which now are or at any time hereafter during the said term shall belong to the said premises, or any part thereof. AND moreover shall and will paint or cause to be painted in a good and proper oil colour, all and every the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises at the end of the first

LEASES.

*Building or
repairing Lease.*

And fixtures.

And bear proportion of party-walls.

And paint.

and

years of the said term, and paper and whitewash in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises as shall there be painted, papered, and whitewashed. [And that he the said (*lessee*) his executors, administrators, and assigns, shall and will pay or cause to be paid his

Watchmen, &c.

LEASES.

*Building or
repairing Lease.*

Covenant by
lessee to insure
the premises.

And produce
vouchers.

and their due share and proportion of the charges and expenses of watching, lighting, and paving, from time to time to be rated or assessed upon or for the district in which the said premises are situated.] AND further, that he the said (*lessee*), his executors, administrators, or assigns, shall and will insure (1), or cause to be insured, at his and their own proper costs and expense, during the said term, each and every of the said messuages or tenements and other the erections and buildings aforesaid, against loss by fire, in the insurance office, or in some other office for insurance against fire, to be approved of by the said (*lessor*), his heirs or assigns, in the joint names of the said (*lessor*), his heirs or assigns, and of the said (*lessee*), his executors, administrators, or assigns, for and in the full sum of £ at the least. AND also shall and will, upon every reasonable request of the said (*lessor*), his heirs or assigns, produce unto him or them the policy and other vouchers of or for such insurance, and in default of making such insurance as aforesaid, or in producing the said policy or vouchers, it is hereby declared and agreed that the said (*lessor*) his heirs or assigns, shall be at liberty to effect the same in the sum aforesaid, and charge the premium and duty payable from time to time on account thereof, to the said (*lessee*) his executors, administrators, and assigns, with interest after the

Lessor to insure
for lessee.

(1) If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

rate of five per cent. per annum, from the time of paying the same; and that he the said (*lessee*) his executors or administrators, shall and will repay the same to the said (*lessor*) his heirs and assigns, at the then next quarter day for the payment of the rent hereinbefore reserved. AND in case the said messuages or tenements and premises, or any part thereof, shall at any time during the said term be destroyed, or damaged by fire, then and as often as the same shall happen, all such sums of money as shall be paid by the proprietors of the said insurance office, by virtue or in consequence of any such policy or policies of insurance aforesaid, shall forthwith, or with all convenient speed, be laid out and applied in and towards the substantially rebuilding(1), reinstating, repairing, and making fit for habitation such of the said premises as shall be so destroyed or damaged as aforesaid. AND in case the sum or sums of money, which shall be paid by the proprietors of the said insurance office, shall not be sufficient for that purpose, then and in such case he the said (*lessee*) his executors, administrators,

LEASES.

Building or repairing Lease.

Insurance money to be expended in rebuilding.

If insufficient, lessee to make up deficiencies.

(1) By 14 Geo. III. c. 78. usually styled the building act, Building act, s. 83. it is provided, that the directors of any insurance office may, at the request of any person interested in any houses, &c. burnt, or if they suspect fraud in the insurer, cause the money insured to be laid out in rebuilding the premises, unless the party insured, within sixty days, give good security to lay out the money, or unless it be in the mean time paid to the parties interested, to the satisfaction of the directors.

LEASES.

*Building or
repairing Lease.*

No abatement
of rent if pre-
mises burnt
down.

Power of entry
to view repairs.

Repairs to be
done on notice.

or assigns, shall and will out of his or their own proper monies, pay and make good any deficiency therein. AND it is further agreed and declared, that no abatement or suspension of the rent hereby reserved, or any part thereof, shall be made to or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident by fire as aforesaid, or any part of the said premises being rendered uninhabitable by means thereof, or during the rebuilding or reparation of the same, or on any other account whatsoever relating thereto. PROVIDED ALWAYS, and it is hereby further declared and agreed, that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day time, [and on giving one day's previous notice thereof to the said (*lessee*) his executors, administrators, or assigns,] to enter into and upon all and every or any of the messuages or tenements and premises hereby demised, or any part of the same, for the purpose of viewing and examining the state and condition thereof, or taking a schedule or inventory of the fixtures then being thereupon. AND that in case any defects or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing being given to him or

them, by the said (*lessor*), his heirs or assigns, cause the same premises to be forthwith well and substantially repaired or amended in all things, and the said fixtures reinstated and replaced (1).

AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, at any time during the continuance of the said term hereby granted, use, exercise, or carry on, nor permit or suffer to be used, exercised, or carried on, in or upon the messuages or tenements so to be erected, or any of them, or any part thereof, any (2) [or either of the trades or business of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern-keeper, tripe-boiler, tripe-seller, cheesemonger, poulterer, fishmonger, butcher, baker, pastry-cook, fruit or herb-seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, blacksmith, farrier, working-cutler, chimney-sweeper, bagnio-keeper, coach-maker, whitesmith, copper-

LEASES.

*Building or
repairing Lease.*

*Lessee not to
permit offensive
trades on the
premises.*

(1) If the lessor have other houses or buildings adjoining, *see ante*, p. 106, n. (19).

Houses adjoining.

(2) If the houses are to be private houses, and not to be convertible into shops, instead of the covenant in the text, say,

Private house.

“ Shall not nor will convert or cause or suffer the said messuages or tenement and premises so to be erected as aforesaid, or any or either of them, or any part thereof respectively, to be converted into a shop, shops, or place or places of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

And *see ante*, p. 104, n. (17).

LEASES.Building or
repairing Lease.Nor public
sales, &c.*Will quit at the
end of the term.Houses ad-
joining.

Licence.

smith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, nor shall nor will erect or build, or cause or suffer to be erected or built, any office or other place at the back front of any or either of the said messuages or tenements, exceeding fifteen feet in height (including the top of the roof thereof) to be measured and computed from the level of the parlour floors of the said messuages respectively, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, first had and obtained for that purpose. AND shall not nor will without such consent as aforesaid, make or suffer at or within the space of _____ years before the expiration of the said term, any public sale or auction to be made in or upon the same messuages or tenements and premises, or any part thereof; nor shall nor will during the term hereby granted, do or knowingly suffer any act or thing to be done in or upon the said premises, or any part thereof, which shall or may be or grow to the annoyance, nuisance, damage, or inconvenience of the said (*lessor*) his heirs or assigns, or any his or their tenant or tenants (1). AND also, &c. (2). AND lastly, that he the said (*lessee*) his executors, administrators, and assigns, shall

(1) If the lessor be owner of other houses adjoining, see *ante*, p. 106, n. (19).

(2) If the lessee is not to assign without licence, see *ante*, p. 105.

and will at the expiration or other sooner determination of the term of _____ years, hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the premises hereby demised, and the several messuages or tenements, dwelling-houses and buildings to be thereupon erected, without any force, compulsion, action, suit, trouble, or refusal whatsoever, and that in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted) (1). PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ _____ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the said period of twenty-one days, and shall not upon demand thereof be fully paid up and satisfied, [and there shall be no overt distress, or not sufficient distress upon the premises,] or if the said (*lessee*) shall not complete and finish the several messuages, &c. hereinbefore covenanted and agreed to be built within the time hereinbefore stipulated and agreed upon for that purpose, or if any building shall be erected at the back

LEASES.

Building or
repairing Lease.Power of re-
entry on non-
payment of
rent, &c.

(1) If it be an underlease, add covenants, *ante*, p. 131, Underlease. marg. *.

LEASES.

Building or
repairing Lease.

front thereof, exceeding fifteen feet as aforesaid, or if the said several messuages, &c. or any or either of them shall be so out of repair, that the said (*lessor*) his heirs or assigns, shall obtain a judgment or verdict for damages, and the said premises shall again be suffered to be out of repair, contrary to the covenant hereinbefore contained, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, without such licence as aforesaid, or shall become bankrupt or insolvent within any of the statutes in such cases made or provided (1) or shall neglect or fail in the performance or observance of any or either of the covenants or agreements hereinbefore contained, which by him or them are required to be performed or observed, (except hereinafter is provided) then and in either of the said cases the said (*lessor*) his heirs and assigns, shall or lawfully may, immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said premises, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same as of his and their former estate; But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears

Entry not to
prejudice
lessor's right
of action, &c.

Bankruptcy,
&c.

(1) See *ante*, p. 109, n. (22).

of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made [nor defeat, impeach, or prejudice any lawful and rightful estate or interest of any *bond fide* lessee, tenant, or occupier of any of the messuages, &c. so to be erected as aforesaid, from or under him the said (*lessee*) his executors, administrators, or assigns, any rule of law to the contrary notwithstanding.] PROVIDED also, and it is hereby further declared and agreed, that in case any road or way, or roads or ways, shall at any time or times hereafter during the said term be made through or upon the piece or parcel of ground hereby demised, or any part thereof, the said (*lessor*) his heirs and assigns, shall at all times have and enjoy, and he doth hereby expressly reserve unto himself and them full, free, and uninterrupted use of the same, whether for the purpose of any ingress, egress, or regress, upon, to, and from any other lands or ground of or belonging to him the said (*lessor*) his heirs, executors, administrators, or assigns, or for any other lawful purpose whatsoever (1). [AND the said

LEASES.

*Building or
repairing Lease.*

Power for
lessor to use
ways, &c.

Covenant by
lessor that he
has power to
lease.

(1) If the buildings, &c. are to form a square, add, (if so agreed) Square, &c.

“ And the said (*lessor*) for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said (*lessee*) his executors, administrators, and assigns, by these presents, in manner and form following, (that is to say) that he the said (*lessor*) his heirs, executors,

LEASES.

*Building or
 repairing Lease.*

Covenant for
 quiet enjoy-
 ment on pay-
 ment of rent,
 &c.

(*lessor*) for himself, his heirs and assigns, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, in the manner following (that is to say) that he the said (*lessor*) at the time of the sealing and delivery of these presents, hath full, lawful, and sufficient right, title, power, and authority to grant and demise the piece or parcel of ground and premises hereby demised, or mentioned or intended so to be, at the rent and rents, and upon and for the term and conditions hereinbefore reserved and contained concerning the same.] AND further, that the said (*lessee*) his executors, administrators, and assigns, he and they paying the yearly

or administrators, shall and will annually pay and apply, or cause to be paid and applied, the sum of £ out of the said yearly rent or sum of £ hereinbefore reserved, for and towards the charges of repairing, new making, keeping, continuing, and preserving the said garden, designed to be made and inclosed in the said new intended square, called square, and the walls, rails, gates, walks, beds, and other ornaments, matters and things incident and belonging thereto, in good and sufficient repair, and for and towards the charges of keeping a person to look after and preserve the said intended garden, and the wall or fence made to enclose the same, and also to water the streets or pavements in the front of the said intended square, during all the remainder of the said term of years hereby granted, when and so often as need or occasion shall require, and also shall and will from time to time, and at all times hereafter, when and so often as need or occasion shall require during the term aforesaid, nominate and appoint a fit and able person to look after and preserve the said intended garden."

rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed and observed, and not becoming so bankrupt or insolvent as aforesaid, shall and lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the same piece or parcel of ground, and all and singular other the premises hereby granted and demised, together with the messuages or tenements and buildings to be thereon erected, with their appurtenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption whatsoever, of or by him the said (*lessor*) his heirs or assigns, or any other person or persons whomsoever, [(1) now or hereafter lawfully or equitably claiming, or having right to claim any estate, right, title, trust, or interest, from, under, or by him or them, any or either of them, or any of the ancestors of the said (*lessor*) or by or with his, their, or any of their acts, means, procurement, or privity]. (2) [AND moreover, that he the said

LEASES.

Building or
repairing Lease.Covenant for
further as-
surance.

(1) If the lessor's title to the inheritance has not been satisfactorily ascertained, the lines within brackets should be omitted, and see *ante*, p. 88, n. (44), and p. 111, n. (24). Lessor's title.

(2) If it be an underlease, add "freed and exonerated," &c. Underlease.
as *ante*, p. 133.

And if it be an underlease, add also covenants by lessor to pay and indemnify against the original rent, &c. as *ante*, p. 136, and see variations, *ante*, 139, n. (1), 140, (A). and 141, (B). Underlease.

LEASES.

*Building or
repairing Lease.*

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

(*vendor*) and all and every person and persons lawfully claiming from, under, or in trust for him or his ancestors, shall and will from time to time, and at all times hereafter, during the term of years hereby granted, as aforesaid, or mentioned or intended so to be (all and every the said rents, taxes, and covenants and agreements hereinbefore reserved and contained on the part of the said (*lessee*) his executors, administrators, and assigns, being well and truly paid, observed, and performed,) upon every reasonable request, and at the expense of the said (*lessee*) his executors, administrators, and assigns, make, do, execute and perfect, with all proper dispatch, all and every such further and other lawful and reasonable acts, deeds, matters, and things whatsoever, for the further, better, and more perfectly or satisfactorily demising, leasing, assuring, and confirming the piece or parcel of ground and premises mentioned or intended to be hereby demised, unto the said (*lessee*) his executors, administrators, and assigns, for and during all the residue which shall be then to come of the said term by effluxion of time, as he or they, or his or their counsel in the law (being of the degree of a barrister) shall advise or require.] PROVIDED also, and it is hereby further agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or for taxes, rates, assessments,

or other matter or thing which by him or them is or ought to be made, done, or paid in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the said premises shall be deemed and considered in the nature of rent, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. **PROVIDED** always, that notwithstanding any thing hereinbefore contained, it is hereby further declared and agreed by and between the parties hereto, and it is the true intent and meaning of them and of these presents, that if the said (*lessee*) his executors, administrators, and assigns, do and shall in all things well and truly observe, perform, fulfil, and keep the several covenants, conditions, and agreements hereinbefore contained, which on the part of him and them is and are to be performed and kept as to the building of the said several and respective messuages or tenements, so to be erected as aforesaid, and finishing the same in the manner hereinbefore expressed, then and in such case each of the several houses so to be built, shall when completed and fit for habitation be charged and chargeable with the payment to the said (*lessor*) his heirs and assigns, by or from any tenant, lessee, or occupier thereof, of the respective yearly rents or sums hereinafter mentioned, (that is to say) No. 1, with the yearly rent of £ ; No. 2, with, &c. &c. making together the said yearly rent or sum of £ hereinbefore re-

LEASES.

Building or
repairing Lease.Apportionment
of ground-rent.

LEASES.

Building or
repairing Lease.

Lessor to join
with lessee in
granting under-
leases.

served. AND further, that no such tenant, lessee, or occupier, shall be chargeable with or for the breach or nonperformance of any of the covenants or agreements herein contained further or otherwise than as the same shall or may regard to the particular messuage or tenement and premises whereof he or they shall respectively be tenant, lessee, or occupier, to the end and intent that each and every of the said tenants, lessees, or occupiers respectively, of the said several messuages, &c. so to be built as aforesaid, his, her, or their respective executors, administrators, or assigns, shall not be answerable or accountable for the acts or defects of each other or of the said (*lessee*) his executors, administrators, or assigns, but each and every of them for his, her, or their own respective acts or defaults only. AND the said (*lessor*) doth moreover covenant, promise, and agree, in the manner and form aforesaid, that he the said (*lessor*) his heirs or assigns, shall and will from time to time, and at all times during the continuance of this demise, at the request and expense of the said (*lessee*) his executors, or assigns, join and concur with him or them in granting one or more underlease or underleases of the messuages or tenements so to be built as aforesaid, in such manner and form as that no one or more of the same messuages or tenements, or any part of the premises in such lease or leases to be comprised, or the lessee or tenant, or lessees or tenants thereof, shall or may be liable to any more than proportion of the said yearly rent or sum of

£ hereinbefore reserved as hereinbefore
 is mentioned concerning the same And also
 that he the said (*lessor*) his heirs and assigns, shall
 and will permit and suffer the said (*lessee*) his exe-
 cutors, administrators, and assigns, to receive and
 take all premiums or consideration money to be
 paid upon or for any such underlease or under-
 leases to and for his and their own use and benefit,
 so that the rent or rents hereby reserved, be not
 by reason of any such fine or premium injured or
 diminished. PROVIDED always, that from and after
 the granting any such underlease or underleases,
 the rent or rents thereby to be reserved shall be
 taken, so far as the same will extend, in payment
 of the said yearly rent of £ hereby re-
 served, and that then and from thenceforth, such
 part or parts of the premises hereby demised as
 shall not be comprised in such underlease or under-
 leases, shall stand exonerated and be discharged
 from the payment of so much of the said yearly
 rent of £ as shall be respectively reserved
 and made payable upon such underlease or under-
 leases respectively. IN WITNESS, &c.

LEASES.

Building or
Repairing Lease.

LEASES.

*House,
Paddock, &c.*

No. XVI.

*Lease of a Dwelling-House, Paddock, and small
Quantity of Land.*

Variations where it is an original and where an underlease, &c. &c. as below (1).

Parties. **T**HIS INDENTURE, made the _____ day of _____, in the _____ year of the reign, &c. and in the year of our Lord _____.

-
- Variations. (1) See variations subjoined to No. IX. *ante*, p. 94, *et seq.* and notes to No. VIII. *ante*, p. 65, *et seq.*
- Corporation. If the lessee be by a corporate body, *post*, No. XXI.
- College. If by a college, *post*, No. XXII.
- Tail, &c. If by tenant in tail, or for life at the common law, *see post*, No. XXIII.
- If under the statute, *post*, No. XXIV.
- Bishop. If by a bishop or other ecclesiastical person, *see post*, No. XXV.
- Husband. If by a husband seised in right of his wife, *post*, No. XXVI.
- Life. If by tenant for life under a power, *post*, No. XXVII.
- Trustees. If by trustees, *post*, No. XXVIII.
- Guardian. If by a guardian, *post*, No. XXIX.
- Committee. If by the committee of a lunatic, *post*, No. XXX.
- Heir. If by an heir at law under an agreement by his ancestor, *post*, No. XXXI.

BETWEEN (*the lessor*) (1) of, &c. of the LEASES.
 one part, and (*the lessee*) of, &c. of the
 other part. WHEREAS (2) the said (*lessee*) has House,
 agreed with the said (*lessor*) for a lease of the Paddock, &c.
 messuage or tenement, &c. hereinafter described,
 for the term of _____ years, from the _____ day
 of _____ at and under the rents and covenants
 hereinafter contained. NOW THIS INDENTURE WITNESS,
 WITNESSETH, that in pursuance of the said agree- in consideration
 ment, and for and in consideration (3) of the yearly of rent, &c.
 rent hereinafter reserved, and of the covenants
 and agreements hereinafter contained, which on
 the part of the said (*lessee*), his executors, admin-
 istrators, and assigns, are to be performed or

If by mortgagor and mortgagee, *post*, No. XXXII. Mortgagee.
 If by joint-tenants, tenants in common, or coparceners, *post*, Joint-tenants.
 No. XXXIII.
 If by executors or administrators, *post*, No. XXXIV. Executors.
 If to joint-tenants, tenants in common, or copartners, *post*, Tenants in com-
 No. XXXV. mon, &c.
 If to executors or administrators, *post*, No. XXXVI.
 (1) If the lessor be himself a lessee only of the premises, see Executors.
ante, No. XI. Underlease.
 (2) If the lease be granted in pursuance of a previous written
 agreement, such agreement may be here recited, as *ante*, p. 95, Prior agree-
 n. (2). ment.
 If it be an underlease by virtue of a licence, see *ante*, p. 114, Licence.
 n. (3); and *ibid.* 115, n. (1). Underlease.
 If it be an underlease, recite the original lease, as *ante*, p. 115.
 p. 115.
 If a premium be paid for the lease, see *ante*, p. 116, n. (1). Premium.
 (3) If the tenant has expended, or has agreed to expend a sum Money expend-
 of money upon the premises, see *ante*, p. 95, n. (3), and p. 97, ed in building.
 n. (3); and see also *ante*, No. XV.

LEASES.

*House,
Paddock, &c.*

Lessor grants,
&c.

Parcels.

observed, HE the said (*lessor*) HATH granted, demised, and leased, and by these presents DOTH demise and lease, unto the said (*lessee*), his executors, administrators, and assigns, (such assigns being so to be approved as hereinafter is mentioned)

ALL that messuage or tenement, and dwelling-house, situated at _____ in the county of _____ and usually called or known by the name of _____ House, with the yard, garden, and paddock, thereunto adjoining: And also all those several fields, closes, and parcels of land, part arable, and part meadow or pasture land, adjoining thereto, containing in the whole _____ acres or there-

abouts, and abutting and bounden as follows, (that is to say) one field or close called _____, abutting East on, &c. &c. together with all and singular [the out-houses, buildings, coach-houses, stables, dove-houses, barns, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, watercourses, rights and privileges of common of every kind, and all and singular other] rights, privileges, advantages, easements, and appurtenances

whatsoever, to the said messuage or tenement and premises now or heretofore belonging, or in any wise appertaining, or with the same or any of them now or heretofore lawfully holden, used, occupied, or enjoyed (except, &c.)

To HAVE AND TO HOLD the said messuage or tenement, and dwelling-house, pieces or parcels of ground, arable and pasture land, and all and singular other premises hereby demised or leased, or men-

To hold to the
lessee for the
term of
_____ years.

tioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*), his executors, administrators, and assigns, (such assigns being to be so approved as aforesaid) from the day of _____ now last past, for and during the full and complete term of _____ years, thence next ensuing (1). YIELDING AND PAYING for the same yearly and every year (2), during the said term, unto the said (*lessor*), his heirs and assigns, the rent or sum of £ _____ of lawful and current money of that part of the United Kingdom of Great Britain called England, by equal quarterly payments, on the _____ day of _____, the _____ day of _____, the _____ day of _____, and the _____ day of _____, in every year free and clear of and from the land tax, sewers' rate, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable, for or in

LEASES.

House,
Paddock, &c.

At the yearly
rent of £
clear of taxes.

(1) If it be an underlease, add, "free and clear," &c. as *ante*, Underlease.
p. 118, marg. *.

If the lease be determinable on notice at any period before Lease deter-
the expiration of the term, see *ante*, p. 97, n. (6). minable on
notice.

If the rent is to cease in case of the destruction of the pre- Cessation of
mises by fire, see *ante*, p. 97, n. (7). rent.

(2) If in consideration of repairs done or to be done by the Pepper-corn
tenant, he is to have the premises rent free for the first year, or rent.
other portion of the term, see *ante*, p. 97, n. (8).

Sometimes an additional rent is reserved by way of penalty Penal rent.
in case of assignment, &c. without consent, in which case see
ante, p. 97, n. (9), p. 98, n. (10), and p. 110, n. (1).

LEASES.House,
Paddock, &c.

respect of the said premises or any part thereof, and whether any future taxes, rates, or assessments, shall be in the nature or augmentation of those now in being or not; the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents.

Covenant by
lessee to pay
the rent re-
served.

AND the said (*lessee*), for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*), his heirs (1) and assigns, in the manner following, (that is to say) that he the said (*lessee*), his executors, administrators, and assigns, shall and will, from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay or cause to be paid unto the said (*lessor*), his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents.

And taxes.

AND also well and truly pay and satisfy the land tax and sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time

Underlease.

(1) If it be an underlease, make the covenants with the lessor his "executors, administrators, and assigns," instead of "heirs and assigns," throughout the lease.

or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns, in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also that he the said (*lessee*) his heirs and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, watercourses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised; and also all and singular the outside brick work, plastering, slating, tiling, railing, pavement, and other outer part of the same messuage or dwelling-house, buildings and premises, and also all brick and other walls, hedges, ditches, gates, rails, fences, and inclosures to the said ground and premises belonging; together also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*)

LEASES.

*House,
Paddock, &c.*

Covenant by
lessee to repair.

LEASES.

*House,
Paddock, &c.*

And paint, &c.
twice within
the term.

Covenant by
lessee to use
the hay, &c.
on the pre-
mises.

his executors, administrators, or assigns. AND moreover shall and will paint, paper, and white-wash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises as are respectively now painted, papered, and white-washed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term (1). AND the said (*lessee*) doth hereby covenant and agree in manner aforesaid, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times during the continuance of the said term manage the land and ground hereby demised in a proper and husbandlike manner in all respects whatsoever, and also lay and bestow upon the said premises, the dung, manure, and other compost which shall from time to time be made thereupon by fodder of cattle or otherwise, except only such as shall be made in the last year of the said term, which shall be left upon the said premises for

Lessee to re-
build.

Houses ad-
joining.

Landlord to
repair.

(1) If the lessee is not to rebuild in case of accidental fire, add "damage by fire excepted."

If the lessor have other houses adjoining, see *ante*, p. 100, n. (15).

If the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire, &c. see *ante*, p. 101, n. (16).

the said (*lessor*) his heirs and assigns, to be by him and them taken and paid for at a fair valuation and appraisement. AND further, that he the said (*lessee*) his executors, administrators, and assigns, shall not nor will at any time during the continuance of this demise, do, or cause, or voluntarily suffer to be done, any manner of waste or destruction in or upon any part of the said demised premises; but shall and will at all times, and from time to time, preserve and foster the young timber trees, plantations, shrubs, orchards, and fruit trees, now or hereafter growing or being upon any part of the hereby demised premises, and keep the ponds and other waters in good repair and condition, and sufficiently stocked with fish. AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof.] AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case

LEASES.

*House,
Paddock, &c.*And preserve
the young
timber and
plantations, &c.Power of entry
to view repairs.And to take an
inventory of
fixtures.Repairs to be
done on notice.

LEASES.

*House,
Paddock, &c.*

Lessor may
affix notices at
the end of the
term.

Proviso that the
lessee may make
alterations.

any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced (1). AND further, that he the said (*lessor*) his heirs or assigns, or his or their servants or agents, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the same will be to be letten at the expiration of the said term; and also at any convenient time in the day-time show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. PROVIDED always (2), and the said (*lessor*) for himself, his heirs and assigns, doth hereby declare and agree with and to the said (*lessee*) his executors, administrators, and assigns, in manner following,

Lessor to repair.

(1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21), and 108, notes.

Not to make
alterations.

(2) If the lessee is not to be permitted to make any alterations in the messuage, &c. see *ante*, p. 105, n. (19).

(that is to say) that it shall and may be lawful for the said (*lessee*) his executors, administrators, and assigns, at his and their own proper costs and charges, from time to time, and at all or any times or time, during the said term hereby granted (unless expressly forbidden for good and sufficient cause by the said (*lessor*) his heirs or assigns, in writing under his or their hand or respective hands) to make any additions or alterations to the said messuage, tenement, or dwelling-house, coach-house, stable, outbuildings, garden, plantations, ponds, waters, and premises hereby demised, whether in adding to, adorning, and beautifying the same, or varying the elevations, plans, or dispositions thereof respectively, in such way and manner as he and they at his and their free will and pleasure may think proper, so as that the said demised premises be not thereby reduced or diminished in value, according to common and general estimation, from that in which the same now is or are at the time of the sealing and delivery of these presents; and so that he or they do not convert or suffer the same to be converted into a shop or place of sale for any goods, wares, or merchandise whatsoever, without the consent in writing of the said (*lessor*) his heirs or assigns, under his or their hand or respective hands first obtained for that purpose(1). AND moreover, that he the said (*lessee*) his executors, admini-

LEASES.

*House,
Paddock, &c.*

*Lessee will quit
at the end of
the term.*

(1) If the lessee is not to assign without licence, see and add Licence. as *ante*, No. IX, p. 105.

LEASES.

House,
Paddock, &c.

Power of re-
entry on non-
payment of
rent, &c.

strators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, land, ground, and premises, hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other buildings and fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted. PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ _____ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of _____ days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied), or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and con-

sent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are required to be performed or observed (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void, and the said (*lessor*) his heirs and assigns, shall or lawfully may, immediately upon or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain and enjoy the same, as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*), for him-

LEASES.

*House,
Paddock, &c.*

Entry not to
prejudice
lessor's right
of action, &c.

(1) If it be intended that the lease shall be vacated by the death or the bankruptcy of the lessee, see p. 109, n. (22). Bankruptcy of lessee.

LEASES.

*House,
Paddock, &c.*

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

self, his heirs and assigns, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or dwelling-house, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption (1), "of or by him the said (*lessor*) his heirs or assigns, or any other person or persons whomsoever (2)."
 PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his

Lessor's title.

(1) If the lessor's title to the inheritance has not been satisfactorily ascertained, the lines within inverted commas should be omitted, and see *ante*, p. 88, n. (44).

Lease determinable.

(2) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (23), and p. 112.

Underlease.

If it be an underlease, add "freed and exonerated," &c. as *ante*, p. 133, marg. *; and add covenants, as *ante*, p. 134 and 136, and see variations, p. 138, n. (1), and p. 140, (A).

executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved (1). IN WITNESS, &c.

LEASES.

*House,
Paddock, &c.*

(1) Here may be added, if so agreed,

“ PROVIDED also, and it is hereby declared and agreed, by and between the said (*lessor*) and (*lessee*) that in case the said (*lessor*) his heirs or assigns, should be desirous of setting out any part of the ground hereby demised (except only the piece of ground hereinbefore mentioned to be marked or staked out to be built upon by the said (*lessee*) his executors, administrators, or assigns) for the purpose of a street or streets, or otherwise to build upon, or to let out or sell the same, or any part thereof, for that purpose, and shall at any time during the said term give to the said (*lessee*) his executors, administrators, or assigns, two months notice in writing of such intention, then it shall be lawful for the said (*lessor*) and his heirs, to enter upon such ground so to be set out for a street or streets, or to be let or sold as aforesaid to be built upon, and to dispose thereof for the purposes aforesaid, as he or they shall think fit, and that from and after such entry or entries the said (*lessor*) his heirs or assigns, shall discount and allow, or in default thereof it shall be lawful for the said (*lessee*) his executors, administrators, and assigns, to retain yearly during the remainder of the said term, out of the rents hereinbefore reserved, a due and proportional part thereof, for or in respect of the

Proviso that
lessee will give
up part of the
ground at re-
quest of *lessor*.

LEASES.

*House,
Paddock, &c.*

land so resumed, in full satisfaction for the same, and that no greater or other satisfaction or detainer shall be made by or to the said (*lessee*) his executors, administrators, or assigns, on account thereof. And it is further agreed, that all such ground as shall be so set out for a street or streets, or to be let, sold, or built upon, pursuant hereto, shall as soon thereafter as may be well and sufficiently hedged and fenced from other the ground hereby demised adjoining thereto, at the expense of the (*lessor*) his heirs and assigns."

LEASES.

Copyholds.

No. XVII.

Lease of a Copyhold Messuage, &c. by the Licence of the Lord.

Variations *where the Lease is granted without such Licence* (1).

Also *where it is an Original, and where a Derivative or Underlease, &c. &c. as below* (2).

THIS INDENTURE made the day of

- | | |
|--|--|
| (1) If the lease be of a furnished house, see <i>ante</i> , No. XI. | Furnished house. |
| If of a public house or tavern, No. XII. | Public house. |
| If of a mill, <i>ante</i> , No. XIII. | Mill. |
| If of an unfinished house, <i>ante</i> , No. XIV. | Unfinished house. |
| If it be a building lease, see <i>ante</i> , No. XV. | Building lease. |
| If of a country house, <i>ante</i> , No. XVI. | Country house. |
| If the premises be copyhold, <i>ante</i> , No. XVII. | Copyhold. |
| If of a farm, No. XVIII. | Farm. |
| If of a prebend or tithes, <i>ante</i> , No. XIX. | Tithes. |
| If of mines or the like, <i>ante</i> , No. XX. | Mines. |
| (2) By the general law of copyholds, a copyholder cannot demise the premises for a longer period than one year, without a licence for that purpose obtained from the lord of the manor, <i>Eastcourt v. Weekes</i> , 1 Salk. 186, <i>Moor</i> , 184, <i>Jackman v. Hoddeston</i> , 1 Cro. Eliz. 351; 2 Elem. Conv. 2d Ed. 370. But a lease for one year, with a covenant for quiet enjoyment for a further term, is good, and no forfeiture, <i>Doe dem. Coore v. Clare</i> , 1 Durnf. and E. 741. <i>Doe dem. Wood v. Morris</i> , 2 Taunt. 52. | Copyholds demisable for one year only. |

LEASES. [in the year of the reign (1), &c.] and in
 the year of our Lord . BETWEEN (*the*
 Copyholds. *lessor*) of, &c. of the one part, and (*the*
 Partia. *lessee*) of, &c. of the other part. WHEREAS (2)
 Recitals. the said (*lessor*) by the licence and consent in
 writing of the lord of the manor of
 whereof the messuage and lands hereinafter de-
 scribed are holden, (and which said licence or
 a true and attested copy thereof is indorsed or
 intended to be indorsed hereupon,) [*or if the case*
be so, by virtue of a licence obtained from
 lord of the manor of at a court holden for
 the said manor on the day of for
 demising the messuage, &c. hereinafter described,
 and which are holden by him the said (*lessor*) to
 him and his heirs, of the said as lord of
 the said manor by copy of court roll at the will of
 the lord, according to the custom of the said
 manor], hath agreed with the said (*lessee*) for a
 lease of the said messuage and lands for the term

Lady Montagu's Ca. Cro. Jac. 301, also *Luffkin v. Nunn*, 11 Ves. jun. 170; 1 Smith Rep. 90, 4 East. 221. s. c. and see 2 Elem. Conv. 2 Edit. 372; but as such a lessee will after the expiration of the first year have only an equitable interest in him, it is always desirable that the licence of the lord should be obtained.

Brevity. (1) If it be desirable that the lease should be prepared with all practicable conciseness, the words within brackets may be omitted throughout the precedent.

Prior agree- (2) If the lease be granted in pursuance of a previous written
 ment. agreement, such agreement may be here recited, as *ante*, p. 95, n. (2); and see also *ante*, No. II.

Underlease. If it be an underlease, recite the original lease, as *ante*, p. 115.

of years (1), from the day of LEASES.
 next, under and subject to the rents and covenants Copyholds.
 hereinafter contained. Now THIS INDENTURE WITNESS, in
 WITNESSETH, that in pursuance of the said agree- consideration of
 ment, and for and in consideration (2) of the rent, &c.
 yearly rent hereinafter reserved, and of the se-
 veral covenants and agreements hereinafter con-
 tained, which on the part of the said (*lessee*) his
 executors, administrators, and assigns, are to be
 performed or observed, HE the said (*lessor*) HATH Lessor grants,
 granted (3), demised, and leased, and by these &c.
 presents BOTH grant, demise, and lease, unto the
 said (*lessee*) his executors, administrators, and as-
 signs, (such assigns being so to be approved of as
 hereinafter is mentioned), ALL that messuage or Parcels.
 tenement, and dwelling-house, &c. situated, &c.
 (4), together with all and singular the [outhouses,

(1) If the lease be without the licence of the lord, say, Without li-
 cence.

“ For the term of one year, with such covenant for en-
 joyment thereof from year to year until the end of the term
 of years, from, &c.” (*as in the text*), as hereinafter is
 expressed.

(2) If the tenant has expended or has agreed to expend a Money expend-
 sum of money in repairing the premises, add as in p. 95, n. (3),
 and see also *ante*, No. XV. ed in repairs.

If a premium be paid for the lease, see *ante*, p. 116, n. (1). Premium.

(3) The remark before made, *ante*, p. 66, n. (3), relative to Bargain and
 giving the lessee possession under the statute of uses by using sale.
 the words “ bargain and sell,” does not apply to copyholds, they
 being excepted out of that statute.

(4) Insert here an accurate description of the premises ac- Parcels.
 cording to their present situation, &c.

LEASES.Copyholds.Exemption of
timber trees.

buildings, coach-houses, stables, dove-houses, barns, stable-yards, gardens, pieces or plots of ground, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights and privileges of common of every kind, and all and singular other] rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises, now or heretofore belonging or in any wise appertaining, or with the same or any of them now or heretofore lawfully holden, used, occupied, or enjoyed, (except, and always reserved unto and for the said (*lessor*) his heirs and assigns, or the lord of the said manor for the time being, all and all manner of timber and timber trees, young saplings, and other shoots or springs likely to become timber, now standing, growing, or being, or which at any time, or from time to time hereafter during the said term shall or may stand, grow, or be in or upon the said demised premises, or any part thereof, with free liberty of ingress, egress, and regress, for the said (*lessor*) his heirs or assigns, or the lord of the said manor for the time being, or any or either of them, with or without servants, workmen, or others, to come and go into, over, and upon the same premises, or any part thereof, to cut down, root up, and take and carry away the same with horses, carts, carriages, or otherwise howsoever, and also to hunt, hawk, fish, and fowl, &c. in and upon the said premises, or any part

thereof, at all times, at his and their free will and pleasure) (1). To HAVE AND TO HOLD the said messuage or tenement, and dwelling-house, and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto and by the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved of as aforesaid), from the day of now last past, for and during the full and complete term of years (2), thence next ensuing (3). YIELDING AND PAYING (4) for the same yearly and

LEASES.

Copyholds.

To hold to the lessee for the term of ——— years.

At the yearly rent of £ clear of taxes.

(1) If the lessor have other houses adjoining, see *ante*, p. 96, Houses adjoining.
n. (5).

(2) If the lease be granted without licence from the lord, say, Without licence.
“For and during the term of one whole year only, but with such assurance for enjoyment of the said premises for the further term or period of years, as hereinafter is contained.”

(3) If the lease is to be determinable on notice, &c. add, Lease determinable.
“Determinable nevertheless as hereinafter mentioned.”

And if it be an underlease, add “free and clear,” &c. as *ante*, Underlease.
p. 118, marg. *.

(4) If a heriot be payable by the lessor on a death or other event, there may be here added, Reservation of a heriot, &c.

“And also yielding and paying unto the said (*lessor*) his heirs and assigns, upon and after the death, &c. of, &c. during the term hereby demised, the best beast or goods of the said (*lessee*) his executors, administrators, or assigns, or of such other person or persons as shall be tenant or tenants in possession of the said demised premises, or the sum of £ of lawful money, &c. in lieu thereof, at the choice

LEASES.Copyholds.

every (1) year, during the said term (2), unto the said (*lessor*) his heirs and assigns, the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of ; in every year, free and clear of and from the land-tax, sewers' rate, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, [whether already or at any time hereafter to be imposed upon, or payable by the landlord or tenant thereof, for or in respect of the said premises, or any part thereof, and

and election of the said (*lessor*) his heirs or assigns, for and in the name of an heriot or farlief. And also yielding, paying, and performing during the said term, all other rents, heriots, suits, services, and customs which have been anciently and accustomedly due and payable for or in respect of the said premises, or any part thereof."

Pepper-corn
rent.

(1) If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or other portion of the term, see *ante*, p. 97, n. (8), and *ante*, No. XV.

Cessation of
rent.

If the rent is to cease in case of the destruction of the premises by fire, see *ante*, p. 97, n. (7).

Penal rent.

Sometimes an additional rent is reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9); also 98, n. (10), 110, n. (1).

Lessor to insure
for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

Cessation of
rent.

(2) If the rent is to cease in the event of the destruction of the premises by fire, add,

" Except as hereinafter mentioned."

whether any such future taxes, rates, or assessments shall be in the nature of those now in being or not; the first quarterly payment of which said yearly rent, or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay or cause to be paid (1) unto the said (*lessor*) his heirs [sequels in right](2) and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents, [he the said (*lessor*) tendering and delivering to him or them a sufficient receipt in writing for the same]. AND also well and truly pay and satisfy the land-tax, sewers' rate,

LEASES.

Copyholds.

Covenant by lessee to pay the rent reserved.

And taxes.

(1) If it be an underlease, make the reservation of rent and covenants to and with the lessor, his "executors, administrators, and assigns," instead of "heirs and assigns," throughout the lease. Underlease.

(2) By the custom of some manors, the words "sequels in right" are used instead of the word "heirs," and in others both are used. "Sequels in right."

LEASES.

Copyholds.Covenant by
lessee to repair.

and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns in respect thereof, and whether any future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not (1), it being the true intent and meaning of these presents, and of the parties hereto, that the said yearly rent or sum of £ shall be payable and paid without any deduction or abatement whatsoever, (except only as aforesaid). AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will

(1) If a heriot is to be paid by the lessee, add,

Heriot.

“ And also render and pay the said heriot or sum of money reserved in lieu thereof, when and as the same shall become due and payable, and shall and will do suit and service unto the lord or lady of the said manor, at all and every the court and courts of the said (*lessor*) his heirs or assigns, to be holden and kept for and within the said manor of upon reasonable notice and warning thereof to be given; and shall and will be there sworn, ordered, ruled, and justified by the said court and the steward of the said manor for the time being, in all things touching the said premises, as other the tenants of the said manor have there used and been lawfully accustomed to do.”

at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, and also all and singular the outside brick work, plastering, slating, tiling, railing, and other outer part of the same messuages or dwelling-house, buildings and premises; And also of all other messuages, buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns (1); AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years

LEASES.

Copyholds.

And paint, &c.
twice within
the term.

(1) If the lessee is not to rebuild in case of accidental fire, Fire.
add,

“ Accidents by fire excepted.”

If the lessor have other houses adjoining, see *ante*, p. 100, Houses ad-
n. (15). joining.

If the landlord is to keep the premises or any part of them Landlord to re-
in repair, or to rebuild in case of their destruction by fire, &c. pair.
see *ante*, p. 101, n. (16), and see p. 107, n. (21), and p. 108.

LEASES.Copyholdr.Covenant by
lessee to insure
against fire.

respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense insure the said messuage or tenement, erections, buildings, and premises hereby demised, against loss from accidents by fire in the insurance office in London, or in some other good and reputable office, to be approved of by the said (*lessor*) his heirs or assigns, in the joint names of the said (*lessor*) his heirs or assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same, together with all other messuages or buildings which may be erected upon the ground or site thereof during the said term insured, in the said sum of £ or such other sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said (*lessor*) his heirs or assigns, produce unto him and them a receipt, acquittance, or other voucher for the payment of

And produce
vouchers.

the premium for such insurance for the then current year; and in default thereof the said (*lessor*) his heirs and assigns, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be received by virtue of any such insurance or insurances, shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid. [AND it is further agreed and declared, that no abatement of the rent hereby reserved, or any part thereof, shall be made or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident or damage by fire as

LEASES.

Copyholds.

In default lessor
may insure.No abatement
of rent on ac-
count of de-
struction by
fire.

LEASES.Copyholds.

Power of entry
to view repairs.

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

aforesaid, or on account of the said premises being rendered unfit for habitation by means thereof, [or during such rebuilding or reparation of the same, or on any other account whatsoever, but the same shall be payable and paid in like manner as if no such accident or damage had happened.] **AND** also that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at reasonable times in the day-time, on giving three days previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. **AND** also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. **AND** that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated

and replaced (1). AND further, that he the said (*lessor*) his heirs or assigns, or any his or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof) show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same (2). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted (3), use;

LEASES.

Copyholds.

Lessor may affix notices at the end of the term.

And show them to persons.

Lessee not to permit offensive trades on the premises.

(1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21). Lessor to repair.

If the lessor is to rebuild the premises in case of their being destroyed by fire, see *ante*, p. 108. Lessor to rebuild.

(2) If the landlord have other houses adjoining, the proviso, *ante*, p. 104, n. (17), may be added here; and see p. 106, n. (19). Houses adjoining.

(3) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text say, Private house.

“ Convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

LEASES.Copyholds.

exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb-seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, bagnio-keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, first had and obtained for that purpose.

Nor sales by
auction.

AND shall not nor will, without such consent as aforesaid, make or suffer at or within the space of three months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuages, or tenement and premises, or any part thereof. Nor shall nor will (1) make any projection of the parlour or other windows, or open any shop whatever for the purpose of carrying on the aforesaid or any other business whatsoever, nor will at any time

Nor make alterations, &c.

Make alterations.

(1) If the lessee is to be at liberty to make alterations, see *ante*, p. 106, n. (19).

convert the said messuage and premises, or any part thereof, into any other building, or suffer the same to be used for any other purpose than a dwelling house, nor make any alterations in the plan or elevation thereof, nor take down or remove any fixtures or partitions in or upon the said premises, without the consent in writing of the said (*lessor*) his heirs or assigns. AND FURTHER that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the tenancy, occupancy, or enjoyment of the said demised premises, or any part thereof, by him or them do, or cause, or knowingly or willingly permit or suffer to be done, any act, deed, matter, or thing whatsoever, whereby or by means whereof the estate or interest of the said (*lessor*) his heirs, sequels in right, or assigns, of, in, or to the said premises, or any part thereof, shall, may, or can be in anywise forfeited, lost, impaired, or prejudiced. AND also, &c. (1) AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years, hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or

LEASES.

Copyholds.

Lessee will not
prejudice the
lessor's estate.

Licence to assign.
Will quit at the
end of the term.

(1) If the lessee is not to assign without licence, see *ante*, p. 81, and 105. Licence to assign.

LEASES.**Copyholds.**

Power of re-
entry on non-
payment of
rent, &c.

they shall direct, all and singular the said mes-
suage or tenement, dwelling-house and premises
hereby demised, or hereafter to be erected upon
the said premises, or any part thereof, without
any force, compulsion, action, suit, trouble, or
refusal whatsoever, together with the several fix-
tures, and other things mentioned in the schedule
hereunto annexed (1), and also all other landlord's
fixtures and things which shall then be there-
upon or thereunto belonging in good, substantial,
and tenantable repair and condition in all re-
spects, (reasonable use and wear thereof only ex-
cepted) (2). PROVIDED ALWAYS, and these pre-
sents are upon this express condition nevertheless,
that if the said yearly rent of £ herein-
before reserved, or any part thereof, shall be in
arrear and unpaid by the space of days
next after any of the days or times hereinbefore
appointed for the payment thereof, the same being
lawfully demanded upon or at any time after the
expiration of the said period of twenty-one days,
and shall not then be fully paid up and satis-
fied, or if the said (*lessee*) his executors, admi-
nistrators, or assigns, do or shall permit or suffer
any of the trades or businesses hereinbefore men-

Schedule.

(1) See the form of a schedule of fixtures, &c. *ante*, p. 93. 186.

Right to grant.

(2) A covenant that the lessor has power to demise, may be here inserted, if requisite, or it be so agreed; see *ante*, p. 88, n. (44) and p. 111, n. (24).

tioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, or any part thereof, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thenceforth the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void; and the said (*lessor*) his heirs and assigns, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof in the name of the whole, and re-possess, retain, and enjoy the same as of his and their former estate, and the said (*lessee*) his executors, administrators, and assigns, and all other tenants and occupiers of the said premises, or any part thereof, utterly to expel, put out, and amove, any thing herein contained to the contrary thereof in any

LEASES.

Copyholds.

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22), p. 110, notes. Bankruptcy of lessee.

If it be an underlease, add covenants, *ante*, p. 131, marg. *. Underlease.

LEASES.**Copyholds.**

Entry not to
prejudice
lessor's right
of action, &c.

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

wise notwithstanding; but which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing all and every the several covenants and agreements hereinbefore contained, which by and on the part of him and them are to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the messuage or tenement, and all and singular other the premises hereby granted and demised, together with all other the messuages or tenements which shall or may be hereafter erected thereon by him or them, with their appurtenances for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption

whatsoever (1), of or by him the said (*lessor*) his heirs or assigns, or [any other person or persons now or hereafter lawfully or equitably claiming, or possessing any estate, right, title, trust, or interest, from, under, or by him, them, or any or either of them, or any of the ancestors of the said (*lessor*) or] of or by any other person or persons whomsoever. AND moreover, that in case this present demise, or any covenant or agreement herein contained, be contrary to or not warranted or allowed by the custom of the manor whereof the said premises are holden, or the licence of the lord be invalid or insufficient to authorise a demise thereof, the same shall respectively be valid and in force, so far and to such extent as the custom of the manor doth or will warrant or allow thereof, without forfeiture or prejudice; and that then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall or lawfully may from and immediately after the expiration of the

LEASES.

Copyholds.

*

(1) If it be an underlease, add "freed and exonerated," &c. Underlease. as *ante*, p. 133, marg. *.

If it be an underlease, add covenant by lessor for title to pay and indemnify against the original rent, &c. as *ante*, p. 131, 136, and see variations 138, n. (1), and 140, (A).

If the lessor's title have not been satisfactorily ascertained, the *Lessor's title* lines within brackets should be omitted, see *ante*, p. 88, n. (44), p. 111, n. (24).

LEASES.Copyholds.

Lessor will pay
rents, &c.

term or time, or estate or interest, warranted or allowed by the custom to be granted of or in the said premises, hold, possess, occupy, and enjoy the same and every part thereof, with the appurtenants, from year to year and yearly and every year, (free from any such disturbance whatsoever as aforesaid) until the expiration of the term of years hereby agreed and expressed to be granted or otherwise assured thereof or therein as aforesaid, and under and subject to the same rents, terms, and conditions in all respects as if these presents had, according to the true intent and meaning thereof, been good and effectual for the whole of the said term of years, any law, usage, custom, or other matter or thing to the contrary thereof in any wise notwithstanding. AND also, that he the said (*lessor*) his heirs, sequels in right, and assigns, or his or their executors or administrators, or some or one of them, shall and will from time to time and at all times hereafter during the continuance of this demise and covenant for quiet enjoyment, pay, discharge, or otherwise satisfy, and protect, keep harmless and indemnified the said (*lessee*) his executors, administrators, and assigns, of, from, and against all and all manner of rents, dues, duties, and services which shall be payable or ought to be paid, rendered, or performed by the said (*lessor*) his heirs, sequels in right, or assigns, to the lord or lords, lady or ladies of the said manor for the time being, for or in respect of the said premises, or any part thereof

(1). AND moreover that he the said (*lessor*) and his heirs, [and sequels in right] and all and every

LEASES.

Copyholds.

(1) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (22), and see p. 112.

Lease determinable.

If the lease be granted without licence, instead of the preceding covenant, add,

Without licence.

“ And it is hereby further declared and agreed, and the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, [and sequels in right], covenant, declare, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, from time to time, well and truly paying the rent hereby reserved, and performing and observing all and singular the covenants, provisoes, and agreements hereinbefore contained, which by and on his or their part or parts are required or ought to be performed and observed, and avoiding the commission, or knowingly permitting or suffering any act, deed, matter, or thing which can or may destroy, impair, or prejudice the estate or interest of him the said (*lessor*) his heirs or assigns, [or other sequels in right], in or concerning the said premises, or any part thereof, shall and may peaceably and quietly have, hold, occupy, and enjoy all and singular the messuage or tenement, land and premises hereby demised or mentioned or intended so to be, with all and every the appurtenances to the same belonging, from year to year, and yearly, and every year, from and after the end of the said term of one year hereby granted, until the expiration of years, to be computed from the said day of , at, under, and subject to the same rents, covenants, provisoes, agreements, terms, and conditions respectively, as the same are so hereinbefore demised to him and them, for the said term of one year, as aforesaid, without any lawful denial, &c.” as *above*, p. 257.*

LEASES.*Copyholds.*

person and persons claiming or entitled as last aforesaid, shall and will from time to time, and at all times hereafter, during the said term of years hereby granted or mentioned or intended so to be, or so long and during such period thereof as the said (*lessee*) his executors, administrators, or assigns, shall and do well and truly observe and perform all and every the covenants, provisoes, and agreements hereinbefore contained, which by and on the part and behalf of him and them are or is to be performed or observed, upon every reasonable request, and at the expense of the said (*lessee*) his executors, administrators, and assigns, make, do, execute, and perfect with all proper despatch, all and every such further and other lawful and reasonable acts, deeds, matters, and things whatsoever, for the further, better, and more perfectly or satisfactorily demising, leasing, confirming, and assuring the messuage or tenement and premises mentioned or intended to be hereby demised, with their appurtenants, unto and in the quiet enjoyment of him the said (*lessee*) his executors, administrators, and assigns, for and during all the residue which shall be then to come of the said term by efflux of time, as he or they, or his or their counsel in the law, (being of the degree of a barrister) shall advise and require.

Payments made by lessor, or penalties incurred by lessee, to be in nature of rents.

PROVIDED ALWAYS, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or

insuring the premises hereby demised, or for taxes, rates, assessments, or other matter or thing which by him or them is or ought to be made, done, or paid in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. IN WITNESS, &c.

.LEASES.

Copyholds.

LEASES.

Farm.

No. XVIII.

Lease of a Freehold Farm and Lands.

Variations where the Lands or Part of them are Copyhold.

Where the Lease is an Original, and where an Underlease.

Where a Premium is paid for the Lease.

Other Variations as in Margin below (1).

THIS INDENTURE, made the day of
in the year of the reign, &c. and in the

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- | | |
|--------------|---|
| Notes, &c. | (1) See also the notes, &c. to No. VIII. <i>ante</i> , p. 65, and variations, &c. to No. IX. <i>ante</i> , p. 94. |
| Corporation. | If the lease be by a corporate body, <i>post</i> , No. XXI. |
| College. | If by a college, <i>post</i> , No. XXII. |
| Tail, &c. | If by tenant in tail, or for life at the common law, see <i>post</i> , No. XXIII. |
| | If under the statute, <i>post</i> , No. XXIV. |
| Bishop. | If by a bishop or other ecclesiastical person, see <i>post</i> , No. XXV. |
| Husband. | If by a husband seised in right of his wife, <i>post</i> , No. XXVI. |
| Life. | If by tenant for life under a power, <i>post</i> , No. XXVII. |
| Trustees. | If by trustees, <i>post</i> , No. XXVIII. |
| Guardian. | If by a guardian, <i>post</i> , No. XXIX. |
| Committee. | If by the committee of a lunatic, <i>post</i> , No. XXX. |

year of our Lord BETWEEN (*the* LESSOR.
lessor) of, &c. of the one part, and (*the lessee*)
 of, &c. of the other part. WHEREAS (1) Form.
 the said (*lessee*) has agreed with the said (*lessor*) Parties.
 for a lease of the messuage, farm, and lands here-
 inafter described, for the term of years,
 from the day of , under and
 subject to the rent and covenants hereinafter con-
 tained. NOW THIS INDENTURE WITNESSETH, that WITNESS, that
 for and in consideration of the rent hereinafter in consideration
 reserved (2), and of the covenants and agreements of the rents and
 hereinafter contained on the part of the said covenants.
 (*lessee*) his executors, administrators, and assigns,
 to be paid, observed, and performed respectively,
 HE the said (*lessor*) HATH granted, demised, leased, Lessor demises.
 and to farm let, and by these presents DOth
 grant, demise, lease, and to farm let, unto the
 said (*lessee*), his executors, administrators, and

If by an heir at law under an agreement by his ancestor, Heir.
post, No. XXXI.

If by mortgagor and mortgagee, *post*, No. XXXII. Mortgagee.

If by joint-tenants, tenants in common, or coparceners, *post*, Joint-tenants.
 No. XXXIII.

If by executors or administrators, *post*, No. XXXIV. Executors.

(1) If the lease be granted in pursuance of a previous written Prior agree-
 agreement, see *ante*, p. 95, n. (2). ment.

If it be an underlease by virtue of a licence, see *ante*, p. 114, Underlease.
 n. (2); and *ibid* 115, n. (1); and recite the original lease, as
ante, p. 115.

(2) If a premium be paid for the lease, see *ante*, p. 16, n. (1). Premium.

If the tenant has expended or has agreed to expend a sum of Money expend-
 money in repairing the premises, see *ante*, p. 95, n. (3). ed in repairs.

LEASES. <hr/> <i>Farm.</i> <hr/> Parcels. Exception of trees, &c.	assigns, (such assigns being to be approved as hereinafter mentioned,) ALL that messuage or tenement and farm-house, situated, &c. called or known by the name of, &c. together with the arable, meadow, and pasture land thereto belonging, containing in the whole by estimation acres, be the same more or less, as the same were late in the tenure or occupation of, &c. (1) (except and always reserved out of this present demise unto the said (<i>lessor</i>) his heirs and assigns, all timber and timber like trees (2), and trees likely to become timber, and all other trees whatsoever, whether now standing or being, or which hereafter during the said term, shall be standing or being upon the said demised premises, or any part thereof, (except pollard and such other trees as have heretofore been usually lopped and topped, or pared or pruned, so far as relates to the loppings
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Description of parcels.

(1) As the lands belonging to farms (particularly prior to the late inclosures) generally lie dispersedly about the common fields of the parish, it is seldom practicable to describe them by abutments and boundaries, and a general description similar to that above will, in most cases, be sufficient.

Timber.

(2) As a lessee has an interest in trees for the shade of his cattle, the lessor could not without this exception cut them down. See Co. Lit. 54. Harlakenden's ca. 4 Co. 62. Noy's Max. 88. 1 Saund. 322, a. and n. (22). Ashmead v. Ranger, 1 Ld. Raym. 552. Unless perhaps, in a demise of land, woods, and wood grounds for a term, see Davis v. D. of Marlborough, 2 Wils. 147; but an exception of trees takes them out of the demise, and therefore no waste for cutting them down nor ejectment will lie. Windham v. Way, 4 Taunt. 316. Goodright v. Vivian, 8 East, 190.

and tops thereof, and orchard and other fruit trees in respect of the fruit or annual produce thereof), and also all mines, minerals, quarries, marle, clunch, and gravel-pits, rivers and ponds, in or upon the same (other than as hereinafter mentioned), with liberty of ingress, egress, and regress (1) for him and them, in, over, and upon the said premises to fell, saw, lop, top, root up, and carry away the said timber and other trees, except as aforesaid, and dig and work the said mines, quarries and pits, and the produce and product thereof, with servants, workmen, horses, carts, and carriages, or otherwise howsoever. AND also free liberty to plant trees, layers, and quicksets, and acorns or other seeds or plants, in the several banks or hedge rows, in upon, or belonging to the demised premises, with like ingress, egress, and regress, to and for the said (*lessor*) his heirs or assigns, to fence the same; and to stock or replenish the fish and other ponds and waters, and from time to time to view and see the state and management thereof respectively; and also free liberty, licence, and leave to and for the said (*lessor*) his heirs and assigns, and his and their friends, game-keepers, followers, and servants, to hunt, hawk, course,

LEASES.

Farm.

Liberty of
hunting, &c.

(1) The reservation of liberty of access to the things excepted out of the lease is inserted only to prevent doubt or dispute, and is not essential, as the power of ingress and egress for the purpose of using the property excepted, is incident to the reservation of it. See *Foster v. Spooner*, Cro. Eliz. 17. *Lifford's Ca.* 11 Co. 48.

Liberty of
ingress, &c.

the full and complete term of _____ years
 thence next ensuing (1). YIELDING AND PAY-
 ING for the same yearly and every year during
 the said term (2) unto the said (*lessor*) his

LEASES.

Farm.

At the yearly
rent of £

(1) If the lease be determinable at any period before the ex-
 piration of the term, say, Lease deter-
minable on no-
tice.

“Determinable nevertheless as hereinafter mentioned.”

If it be an underlease, add “free and clear,” &c. as *ante*, p. Underlease.
 118, marg. *.

If part of the premises be copyhold, and no licence to demise Copyhold.
 them has been obtained, say,

“TO HAVE AND TO HOLD so much and such parts of the
 said premises (except as aforesaid) as are freehold, or of a
 freehold or charterhold nature or tenure, with their appurten-
 ances, unto, &c. (*as above*). AND TO HAVE AND TO HOLD
 so much and such part of the said premises as are copyhold,
 or of a copyhold nature or tenure, with their appurtenances
 unto the said (*lessee*) his executors, administrators, and
 assigns, for and during the term of one year, to commence
 and be computed from the said _____ day of _____ and
 from and after the expiration of the said term of one year,
 then for and during the term or period of one other year, to
 commence and be computed from the expiration of the said
 first mentioned term, and so on from year to year (but not
 for two or more years) until the end or expiration of the
 said term or period of _____ years, if the lord or lords, or
 lady or ladies for the time being of the said manor or
 manors, whereof the said last mentioned premises are holden,
 shall consent thereto, or if the same premises can be so de-
 mised by or according to the custom or customs of the said
 manor or manors without forfeiture or prejudice, but not
 otherwise.”

And vid. 2 Elem. Conv. 2d Edit. p. 370.

(2) If the rent is to cease in the event of the destruction of Cessation of
rent.
 the premises by fire, add,

“Except as hereinafter mentioned.”

LEASES.**Farm.**

Additional rent
for ploughing
up pasture
lands, &c.

heirs or assigns (1), the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, the first payment thereof to commence and be made on the day of next ensuing the date of these presents (2). AND ALSO yielding and paying unto him and them, yearly and every year during the same term, by way of liquidated damages, and not for or by way of penalty, or in terrorem, the further yearly rent or sum of £ on the days or times aforesaid, for every acre of meadow or pasture land, or ground which he the said (*lessee*) his executors, administrators, or assigns, shall plough, dig, break up, or otherwise convert into tillage, and for every acre of land, (whether meadow, pasture, arable, or other land or ground), which he or they shall husband or manage contrary to the covenants and agreements

Underlease.

(1) If it be an underlease, make the reservation of rent and covenants to and with the lessor his "executors, administrators, and assigns," instead of "heirs and assigns."

Additional rent.

(2) A reservation of or covenant to pay an additional rent for land broken up, &c. is construed to be an agreement on the part of the lessee, which he will be compellable to perform, and is therefore preferable to the imposing of a sum by way of penalty for each acre, &c. ploughed up, which like all other penalties might be relieved against in equity: see 4 Burr. 2228. 1 Elem. Conv. 2d Ed. p. 329, *et seq.*

Reservation.

See other reservations in lieu of or in addition to the principal rent, *ante*, p. 97, n. (9, 10), p. 110, n. (1).

hereinafter contained, and so in proportion for any greater or less quantity than an acre. And also YIELDING AND PAYING unto the said (*lessor*) his heirs and assigns, over and above and in addition to the several yearly rents and other sums hereinbefore reserved or made payable, such sum or sums for or in the nature of rent, as shall be equal to or after the rate of five per cent per annum, for or upon all and every or any sum or sums which the said (*lessor*) his heirs or assigns, shall from time to time, or at any time or times during the said term, lay out or expend by or with the consent of the said (*lessee*) his executors, administrators, or assigns, in enclosing, draining, fencing, buildings, or other improvements in, upon, or about the said farm and premises, or any part thereof, the first payment of the said further or additional rents or sums to be made on such of the said days of payments of the first or principal rent hereinbefore reserved, as shall next happen after any such conversion or expenditure as aforesaid, all and every which said first and further and other rent or rents hereby reserved, are and shall be paid and payable, free and clear of and from all and all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, and abatements whatsoever, [whether already or at any time or times hereafter to be imposed or payable for, upon, or in respect of the said premises, or any part thereof, or the said (*lessor*) his heirs or assigns, for or in relation to

LEASES.

Farm.

£5 per cent.
for incoming,
&c.

LEASES.

Farm.

Covenant by
lessee to pay
the rents re-
served.

Additional
sums.

the same, and whether any future taxes, rates, or assessments shall be in the nature of those now in being or not] the land tax and sewers' rate, if any, payable by or assessable upon the landlord of the said premises for the time being in respect thereof, only excepted. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay, or cause to be paid unto the said (*lessor*), his heirs and assigns, the said yearly rent or sum of £ , and also the said several additional rents or annual sums hereinbefore respectively reserved or made payable in lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents. AND also that the said additional sums shall not be taken or considered as penal sums, but as settled and liquidated payments or damages, any rule of law or equity to the contrary notwithstanding. And also that the receipt of the said (*lessor*) his heirs, assigns, or agents, for the said yearly rent of £ , shall not be any bar or preclusion for his recovering any or either of the said additional rents incurred at or for any year or time, not exceeding three years

from the time of the same having been incurred.

AND also well and truly pay, satisfy, and discharge all and all manner of taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise [and whether the same now are, or shall or may at any time hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable for or in respect of the said demised premises, or any part thereof, or the yearly rent hereby reserved, or any part thereof, or chargeable upon the said (*lessor*) his heirs or assigns, in respect thereof,] and whether any such future taxes, rates, duties, or assessments, shall be in nature of those now in being or not (the land, sewers, and property tax aforesaid only excepted).

AND also shall and will during the said term, well and duly do and perform his and their just proportion of the statute labour and duty in and upon the highways and roads within the said parish of incident to the premises hereby demised.

AND also (1), that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, (ac-

LEASES.

Form.

And taxes.

And perform statute duty, &c.

Covenant to keep the premises in repair.

(1) If it be an underlease, see note on covenants, *ante*, p. 192, n. (1). Covenants in underlease.

LEASES.

Farm.

idents and damage happening by fire, storm, or tempest only excepted) all and every the messuage or tenement, and dwelling-house hereby demised, and all and every the glass and other windows, window-shutters, doors, locks, fastenings, bells, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cess-pools, cisterns, pumps, wells, pipes, and water-courses to the same belonging, and also all and every the outhouses, barns, stables, dovehouses, sheds, hovels, and other erections and buildings whatsoever, and gates, posts, rails, stiles, hedges, ditches, banks, fences, bridges, and enclosures in, upon, or belonging to the said farm, lands, and premises, together also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected or made upon the said demised premises, or any part thereof, [and shall and will at his and their like costs, from time to time find and provide timber, and all other materials requisite for repairing the same premises without having any allowance made to him or them for the same (1)].

(1) Or if so agreed, (and which is usual),

Allowance of
timber, &c. for
repairs.

“ Being allowed on the said premises, or within miles distance from the same, rough timber on the stem, and bricks, tiles, and lime for the doing thereof, to be respectively felled, brought, and carried to the said premises, at the sole charge of the said (*lessee*) his executors, administrators, and assigns.”

But as the allowance of botes or estovers for repairs is no

AND further that he said (*lessee*) his executors, administrators, or assigns, shall and will within the space of _____ days, next ensuing the date hereof, at his and their own expense, and from time to time during the continuance, and until the expiration of the term hereby granted, well and sufficiently insure, or cause to be insured, in some or one of the public offices in the city of London or Westminster, for insuring houses from casualties by fire, all and every the messuages or tenements, barns, stables, and buildings hereby demised, in the full sum of £ _____ at the least; and also so much of the stock upon the said farm as shall be equal to one half year's rent, and shall and will from time to time at the request of the said (*lessor*) his heirs or assigns, produce the policy for such insurance, and the receipts for the premium paid thereon, and in default of making or continuing such insurance, or of producing the said policy or receipts, the said (*lessor*) his heirs or assigns, shall be at liberty to insure the same, in or to the amount aforesaid, and charge

LEASES:

Farm.

And insure
against fire.

more than what the law appoints, an express provision for this purpose is not absolutely necessary. *Archdeacon v. Jenner*, Cro. Eliz. 604. Dougl. 27, 766. 2 Durnf. and Ea. 746.

If the lessee is not to rebuild in case of accidental fire, &c. Lessee not to rebuild, &c.
add,

“ Damage by fire, storm, or tempest, only excepted.”

If the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire, &c. Landlord to repair.
see *ante*, p. 101, n. (16).

LEASES.

Farm.

Insurance money to be expended in rebuilding, &c.

the said (*lessee*) his executors, administrators, and assigns, with the premium and duty payable from time to time thereupon, with interest after the rate of five per cent per annum from the time of paying the same, which said premium, or duty, and interest, the said (*lessee*) doth hereby agree to pay to the said (*lessor*) his heirs or assigns, at the quarter day then next for the payment of the rent hereinbefore reserved. AND in case the said messuage or tenement, buildings, and premises, or any part thereof, shall at any time during the said term be burnt down, destroyed, or damaged by fire, then all such sum and sums of money which shall be paid by the proprietors of the said insurance office, by virtue or in consequence of any such policy or policies of insurance, shall forthwith or with all convenient speed, be laid out and applied in and towards rebuilding, reinstating, and repairing the same, (as the case may require) in a substantial and workmanlike manner. And in case the money which shall be paid by the proprietors of the said office, by virtue of any such policy or policies of insurance, shall not be sufficient for the rebuilding, reinstating, or repairing the messuages or buildings which shall happen to be destroyed, burned, or damaged by fire, then and in such case he the said (*lessee*) his executors, administrators, or assigns, shall and will advance and pay such sum of money, as with the sum which shall be paid by the proprietors of the said office, for or in consequence of any such policy or policies of insurance as aforesaid, will be sufficient

for rebuilding or substantially repairing the same, and shall and will cause and procure the same to be paid and expended accordingly. AND it is further agreed and declared that no abatement of the rent hereby reserved, or any part thereof, shall be made or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident by fire as aforesaid, or on account of the said premises being rendered incapable of being occupied by means thereof, or during such rebuilding or reparation of the same, or on any other account whatsoever, but the same shall be payable and paid in like manner as if no such accident or damage had happened. PROVIDED always nevertheless, and it is hereby agreed, that if all or any of the buildings hereby demised, shall happen to be blown down or destroyed by high winds, storm, or tempest, but not otherwise, he the said (*lessor*) his heirs and assigns, shall and will from time to time, at his and their costs, rebuild and reinstate the same in a proper and workmanlike manner, as soon as conveniently may be, thereafter. AND the said (*lessee*) doth hereby, in the manner and form aforesaid, further covenant, declare, and agree, that he the said (*lessee*) his executors, administrators, or assigns, also shall or will from time to time during the said term, make anew the quick and other hedges, ditches, and fences, of or belonging to the said premises, or such parts of the same as shall require to be new made, in a good and husbandlike manner, and at proper seasons in the

LEASES.

Form.

No abatement of rent on account of destruction by fire.

Lessor to rebuild in case of destruction by tempest.

New make the quick hedges, &c. when requisite.

LEASES.**Farm.**

Preserve the
young trees.

And orchards.

year, leaving within or on each side of the said quick hedges, such wood as shall be most proper, and be sufficient for sleepers or layers, and well and properly lay down the same for such sleepers or layers, and ditch, bank up, and fence the same hedges, and every of them, on either side, according to the most approved mode of good husbandry, and so as to protect and preserve the young trees and wood from being destroyed or injured by cattle; and shall and will from time to time give unto the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, seven days' previous notice in writing of his or their intention to plash the said hedges, in order that the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, may attend and give directions concerning the same, if he or they shall think proper; and also shall and will at all times, and from time to time during the said term, foster and preserve the young trees, spires, and thrifts, and the layers and quicksets of all kinds standing, growing, or being in or upon the said premises or any part thereof; and in case the same shall be destroyed or damaged, shall and will give notice thereof to the said (*lessor*) his heirs or assigns, or his or their bailiff or steward, and by whom, to the best of his or their knowledge and belief, such destruction or damage was committed. AND shall and will keep the orchards belonging to the said premises well stocked with apple, pear, plumb, and other fruit trees of the best and most profitable kind, and engraft with young wood such of the said trees as

shall be decayed and out of prime, and also provide and plant flourishing young trees likely for growth, and of the value of shillings each, at the least, in lieu of such as shall happen to die or be blown down during the said term, and properly fence in and secure the same from cattle; and also preserve and keep up the stock of pigeons now in the dove-cote or pigeon-house upon or belonging to the said farm and premises. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the said term, hew, fell, cut down, lop, top, stub up, or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down, lopped, topped, stubbed up, or destroyed, without the consent in writing of the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, any of the timber, timber like or other trees hereinbefore excepted out of this demise, (other than such as shall have been duly assigned and appointed to him or them for repairs) nor plash or cut down any alders, willows, sallows, pollards, hazels, thorns, bushes, springs, quicksets, wood or underwood, which are now growing or being on the premises, (save only and except for necessary repairs and fences as hereinafter mentioned). AND that in case any of the said excepted trees or woods, shall be so hewed, felled, cut down, lopped, topped, stubbed up, or destroyed as aforesaid, then and in such case the said (*lessee*) his executors, administrators, or assigns, shall and

LEASERS.

 Farm.

Pigeons.

 Not to fell
trees, &c.
unless for
fencing, &c.

 Under penalty
of additional
rent.

LEASES.

Farm.

Nor plash the
hedges oftener
than once in
years.

Will husband
the land.

Will not take
more than two
successive
crops, &c.

will pay unto the said (*lessor*) his heirs or assigns, for his or their use, the sum of £ for every load of timber or wood, and for every young tree, of the age of years, or upwards, which shall be so hewed, felled, cut down, lopped, topped, stubbed up, or destroyed as aforesaid, and so proportionably for any greater or less quantity or number. AND that he or they shall not nor will cut or plash the hedges of or belonging to the said premises, until the same respectively shall be of full years growth at the least, and then only at such proper and seasonable times in the year as hereinafter is mentioned. AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the term hereby demised, use, treat, and manage, all and every the lands, fields, and grounds hereby demised, in a proper, careful, and husbandlike manner, in all respects whatsoever (1), and in particular shall not nor will take more than two successive crops of corn, grain, or pulse, off or from any of the arable lands hereby demised, without summer

(1) A tenant it seems is bound to use the land in a husbandlike manner, although there be no express covenant for that purpose, see 5 Durnf. and E. 173, *Drury v. Molins*, 6 Ves. 323. And the mere relation of landlord and tenant is a sufficient consideration for the tenant's promise so to manage it, *Sowley v. Walker*, 5 Durnf. and E. 373, and see *Cheetham v. Hampson*, 4, *ib.* 319.

tilling and sowing turnips thereon, and feeding or consuming the same with sheep and neat cattle upon the lands producing such turnips, nor shall nor will set, sow, or make more than _____ crops of corn, grain, or pulse, without laying the land down in an husbandlike manner, with sound grass or clover seeds, and continuing the same so laid down for one complete year at the least, to be reckoned from the time of taking off such crops to the Michaelmas then next following, and which said crops of corn or grain shall be taken in successive years, and one thereof (being the first or second, but not the last of the said crops) be of wheat, and the other two of barley, oats, or pulse, and with the third or last of the said crops of corn or grain shall be sown, and brushed or harrowed in, in the usual and best manner, at least 12lbs. of good new clover, and one peck of the best new eaver or trefoil seed, upon each acre, and so in proportion for any less quantity than an acre. AND shall not nor will during this demise, mow or cut for hay any of the natural grass, growing on or arising from the said premises oftener than once in each year, nor any clover or other artificial grass of the second year's lying, except in the case of failure of the first year's crop. AND also shall not nor will at any time or times during this demise, plough, break up, or convert into tillage, nor cause or suffer to be ploughed, broken up, or converted into tillage, any part of the meadow or pasture land, or any land which has not been in tilth for _____ years last past, nor

LEASES.

Farm.

Not to mow the grass more than once a year.

Not to plough up meadow land.

LEASERS.

Farms.

Not to alter the
land-marks or
boundaries.Lessee will keep
a field book.

dig or break up for bricks, tiles, turfs, flags, or any other purpose, the said arable lands, or any other part of the lands or premises hereby demised, except as hereinafter is mentioned (1). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, at any time or times during this demise, alter any land-marks or boundaries now on or belonging to the demised premises, or throw down any fences raised or to be raised thereon (2). AND moreover that he the said (*lessee*) his executors, administrators, and assigns, shall and will during the last years of the term hereby demised, keep or cause to be kept one or more field book or field books according to a plan or form to be delivered to him by the said (*lessor*) his heirs or assigns, in order to shew, and in which such entries shall be made as to shew in what manner

(1) When a tenant covenants to plough, &c. (except certain parts of the premises) such exception amounts to a covenant not to plough the parts excepted, and consequently such ploughing, &c. will be a breach of covenant, *D. St. Alban's, v. Ellis*, 16 East 352.

Copyholds.

(2) If any part of the premises be copyhold, there may be here added,

“ Nor shall nor will do, or cause or knowingly suffer to be done any act, deed, matter or thing whatsoever, whereby or by reason or means whereof the estate and interest of the said (*lessor*) his heirs or sequels, in right of, in, or to the said premises, or any part or parcel thereof, shall, will, or may be forfeited, lost, or in any manner injured or prejudiced.”

the several fields or closes of arable lands hereby demised, have been respectively cropped, manured, and cultivated, in each year of the said last

LEASES,

Farm,

years of the said term, and shall and will at all seasonable times in the day time, on having one day's previous notice or information thereof, permit and suffer him the said (*lessor*) his heirs and assigns, or any person or persons who shall or may be delegated, appointed, or authorized by him or them for that purpose, to inspect or take a copy of the same or any part thereof, and also at any time or times during the said last mentioned period, to enter into and upon the said fields and lands, and examine the state and condition thereof. AND it is further declared and agreed, that the said (*lessee*) his executors, administrators, and assigns, shall and will in the last year of this demise, lay all the crops of corn, grain, or pulse, to grow or arise from the said demised premises in such year, in the barns and stack or rick yards belonging thereto, and in the winter next after the end of the said term thresh out the same upon the said premises, and leave the straw, chaff, and fodder accruing therefrom, in good condition on the premises, for the benefit of the said (*lessor*) his heirs and assigns, without any allowance for the same. AND also that the said (*lessee*) his executors and administrators, shall and will at the end of the said term leave upon some convenient part of the premises, to and for the use and benefit of the said (*lessor*)

Lessee to lay the corn, &c. in the barns in the last year.

Lessee to leave half the hay in the last year, on being allowed an equivalent.

LEASES.

Ferm.

And spread part
of last year's
dung as lessor
shall direct.

And leave the
remainder on
the premises.

his heirs and assigns, one full moiety or half part of the hay which shall arise from the said demised premises in the last year of the said term, he and they allowing or paying to the said (*lessee*) his executors, administrators, or assigns, such a sum of money as the same shall be adjudged to be worth by two indifferent persons, (one to be chosen by the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, and the other by the said (*lessee*) his executors, administrators, or assigns, and an umpire or third person to be by them named in case of difference between them) which sum so to be adjudged, the said (*lessee*) his executors and administrators, shall and will accept for the full value thereof. AND also shall and will before the day of in the last year of the said term, carry out and lay on an heap upon the headlands of such of the said demised premises to be sown with corn in the winter next after the end of the said term, all such part of the muck, dung, and compost, which shall be made or produced on the premises within the last year of the said term, as the said (*lessor*) his heirs or assigns, or his or their steward or bailiff shall direct. AND also shall and will leave all the remainder of the said last year's muck, dung, and compost, in the yard belonging to the said messuage and premises, turned up in heaps in a proper and husbandlike manner for the use and benefit of the said (*lessor*) his heirs or assigns, without any allowance being made for

the same (1), and also shall and will at the end of the said term, leave the dovehouse or pigeon-cote upon or belonging to the said premises well stocked with pigeons. AND moreover, that it shall and may be lawful to and for the said (*lessor*) his heirs and assigns, or his or their steward or bailiff, as often as he or they shall think proper, in case any person or persons shall at any time or times, during this demise, hawk, hunt, course, fish, fowl, or otherwise sport in, over or upon the demised premises, or any part thereof, from time to time to bring any action or actions, suit or suits, or otherwise prosecute and proceed against all and every such person and persons in the name or names of the said (*lessee*) his executors, administrators, or assigns, and he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time, release, or otherwise discharge such action or actions, suit or suits, or other proceedings without the consent in writing of the said (*lessor*) his heirs or assigns, or his or their steward or bailiff. AND further, that he the said (*lessee*) his executors, administrators, and

LEASES.

Farm.

Liberty for lessor to prosecute depredators in lessee's name.

Lessee will warn off trespassers.

(1) When the outgoing tenant covenants with his landlord to sell the manure to the incoming tenant at a valuation, the effect of such covenant gives the outgoing tenant a right of onstand for his manure upon the farm, and the possession of and property in the same is in him in the mean time, and if the incoming tenant use it before such valuation is made, he is liable to an action of trespass, *Nealy v. Gibbons*, 16 East 116.

LEASES:**Farm.**

Liberty for
lessor to sow
turnips in the
last summer.

assigns, shall and will at all times, and from time to time during the said term, warn off from the said demised premises, by notice in writing under his or their hand or hands, all and every person and persons who shall at any time trespass, or come or be upon the same premises, or any part thereof, for the purpose of hawking, hunting, coursing, fishing, fowling, or otherwise sporting thereupon, without the consent in writing of the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, or some or one of them, and do or cause to be done, and concur in and assent unto all and every such lawful and reasonable acts, matters, and things whatsoever, which shall be considered by the said (*lessor*) his heirs or assigns, to be requisite or expedient for preventing the destruction and otherwise preserving the game, fish, and fowl of every kind, which shall or may at any time and from time to time during the said term, be upon the premises, or any part thereof, or thereunto adjoining. PROVIDED ALWAYS, and it is hereby declared and agreed, that the said (*lessor*) his heirs and assigns, or his or their lessees or lessee shall be at liberty at any time within the last summer season next before the end of the said term hereby demised, to sow such of the said demised premises with turnips as shall be fit and proper to receive and grow the same, with like liberty to hoe and weed the same at pleasure, and free ingress, egress, and regress, with horses, carts, servants, and others, for that purpose, and

that the said (*lessee*) his executors, administrators, and assigns, shall not suffer any sheep or cattle to depasture thereon, or the same to be otherwise destroyed or damaged. AND also that it shall be lawful for the said (*lessor*) his heirs and assigns, in the last year of the said term to sow all such clover or other grass seeds, as he or they shall think proper, with the summer corn to be sown by the said (*lessee*) his executors, administrators, or assigns, and also that the said (*lessee*) his executors, administrators, and assigns, shall and will in a husband-like manner, harrow in such last mentioned seeds without any allowance for the same, and shall and will give at least one month's notice in writing under his hand to the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, of the time of sowing such summer corn. PROVIDED always, and it is hereby declared and agreed, that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorized, or his or their steward or bailiff, either alone or with workmen or others, twice in every year during the said term (or oftener if he or they shall see occasion) at seasonable times in the day time, [on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns,] to enter into and upon the messuages, farms, lands, buildings, and premises hereby demised, or any part thereof, for the purpose of viewing and examining the repairs, and other the state, condition, cultivation, and hus-

LEASES.

Farm.

And to sow
clover, &c. with
the summer corn
sown by lessee.

Power of entry
to view repairs,
and state of the
premises.

LEASES.**Farm.**

And to take an
inventory of
fixtures.

To affix notice
at end of term.

bandlike state thereof. AND also at any time or times within the last _____ years of the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defects or want of reparation of the said premises, or any part thereof, or any removal of fixtures, or any default or mismanagement in the husbandry of the said lands or grounds, shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will, upon notice thereof in writing being given to him and them, cause all such defects and defaults to be forthwith amended, corrected, and remedied in all things (1), and the said fixtures to be forthwith reinstated and replaced. AND further, that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, or his or their servants or agents, at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, [to affix or set up a printed or other notice upon any conspicuous part of the said demised premises (not being upon any window or the house door thereof,) that the said premises will be to be

Lessor to repair.

(1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21), and p. 108.

letten at the expiration of the said term. AND also at any time or times thereafter at all seasonable times in the day-time [giving at all times one day's previous notice thereof,] to enter into and upon the said demised messuage, or dwelling-house, lands, and premises, or any part thereof, to show the same to any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. AND also that he the said (*lessee*) his executors, administrators, or assigns, shall have the use of the barns and stack or rick-yards upon or belonging to the said premises, until the day of May next, after the end of the said demise, for the better thrashing, dressing, and taking the last year's crop, and also have and retain the use of the stable for horses, and a lodging for a servant over the same, during such time as last aforesaid. AND also that notwithstanding any thing hereinbefore contained to the contrary, it shall be lawful for the said (*lessee*) his executors, administrators, and assigns, at all times during this demise, to dig and take any quantity of clay or marle out of and from any part or parts of the said premises, as he or they shall judge proper for the improvement of the lands thereby demised, and also all such quantity of gravel as shall be necessary to keep the roads in and upon the said premises, in good repair and condition, but not for sale, nor to carry any part of such clay, marle, or gravel, off the said premises. AND also for him and them at

LEASES.

Farm.

And show the same.

Use of the barns, &c.

May dig and apply marle for the improvement of the land.

And underwoods and lop-pings for estovers.

LEASES.

Farm.

Lessor will assign timber for repairs.

all times during the said term, to have and take the underwood growing upon the said premises, (except as hereinbefore expressed) and also lops of pollard trees, and trimmings of timber trees which have been heretofore usually lopped or trimmed, and the plashings of the quick hedges belonging to the said premises, for or by way of estovers, or seasonable and sufficient house-bote, plough-bote, cart-bote, and hedge-bote, so that the same loppings and plashings shall be of _____ years growth, at the least, and be taken in a husbandlike manner, and at seasonable times in the year, without any lawful action, suit, or interruption of the said (*lessor*) his heirs or assigns, or any other person or persons whomsoever, lawfully or rightfully claiming by, from, or under him, them, or any of them. AND also that he the said (*lessor*) his heirs or assigns, or his or their steward or bailiff, shall and will, when and as often as he or they shall be reasonably requested by the said (*lessee*) his executors, administrators, or assigns, assign and set out to and for the said (*lessee*) his executors, administrators, or assigns, a proper and sufficient number of trees and quantity of timber, as shall from time to time be requisite for the repairs of the floors, doors, gates, stiles, and posts of, upon, or belonging to the said premises; and in case the said premises shall be destroyed or damaged by storm, winds, or tempests, (other than by lightning) he the said (*lessor*) his heirs or assigns,

shall and will forthwith, and with all due and proper speed, at his and their own expense, rebuild, repair, and reinstate, or cause to be rebuilt, repaired, and reinstated the same (as the case may require). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent or sum of £ hereinbefore reserved, or the said further or additional sums hereinbefore reserved or made payable, or any or either of them, or any part thereof respectively, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, or if the said (*lessee*) his executors, administrators, or assigns, shall without the consent in writing of the said [*lessor*] his heirs or assigns,] let, assign, set over, or otherwise part with, or cause or procure, or permit or suffer to be letten, assigned, set over, or otherwise parted with the same premises, or any part thereof, or his or their estate or interest therein, or shall commit any act of bankruptcy, under any of the statutes now in force relative to bankrupts, so as a commission shall be awarded and issued thereupon, or shall become insolvent, or make a compromise with his creditors for less than twenty shillings in the pound, or shall suffer the said lease to be taken in execution, or shall commit or knowingly permit or suffer any spoil or waste in or upon the said premises, or any part thereof, to the value

LEASES.

Farm.

Power of re-
entry on non-
payment of
rent, &c.

LEASES.

Farm.

of £ in any one year of the said term, without well and effectually amending, repairing, or making sufficient satisfaction for the same within the space of calendar months next after notice in writing shall have been given to him or them for that purpose, under the hand of the said [(lessor) his heirs or assigns,] or willingly or knowingly do, permit, or suffer, or cause or procure to be made done, committed, or suffered, any act, deed, or default, or matter or thing whatsoever, whereby or by reason or means whereof the said premises or any part thereof shall or may be transferred unto or come into the occupation, hands, or possession of any person or persons whomsoever, contrary to the true intent and meaning of these presents, or shall neglect or fail to insure the said premises against loss by fire, or neglect or fail as is hereinbefore required in, or be guilty of any breach, non-performance, or non-observance of any other the covenants, clauses, provisoes, and agreements, by him or them to be observed and kept, according to the true intent and meaning of the same respectively, or if the said (*lessee*) shall depart this life during the said term, then and from thenceforth in any or either of the said cases, this present demise or lease, and the covenant for quiet enjoyment hereinbefore contained, shall wholly cease and be void; and the said [(lessor) his heirs or assigns], shall or lawfully may at any time thereafter, enter into and upon

the said demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same as of his and their former estate, and as if this present demise or lease had not been made, but which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any thing hereinbefore contained or any rule of law to the contrary thereof in any-wise notwithstanding (1). AND the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, in the manner following, that is to say, that he the said (*lessee*) his executors, administrators, and

LEASES.

Farm.

Entry not to prejudice lessor's right of action, &c.

Quiet enjoyment, &c. on payment of rent.

(1) If any part of the premises be copyhold, see No. XIX. p. 287, n. (13). Copyhold.

If the lessor's title to the inheritance has not been investigated, see *ante*, p. 88, n. (44), and p. 111, n. (24). Lessor's title.

If it be an underlease, add covenant by lessor to pay and indemnify against the original rent, &c. as *ante*, p. 136, and see variations 138, n. (1), and 140, (A). Underlease.

LEASES.

Farm.

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

assigns, paying the yearly rent hereby reserved, at and upon the days and times and in the manner hereinbefore appointed for payment thereof, and observing the several covenants and agreements hereinbefore contained, by him and them to be performed and kept, shall and lawfully may, peaceably and quietly have, hold, occupy, and enjoy the messuage or dwelling-house, farm, lands, and premises hereby demised, for the term or time hereby granted thereof, without any hindrance, disturbance, interruption, claim, or demand whatsoever, from or by him the said (*lessor*) or any person or persons claiming by from or under him, them, or any of them (1). PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same,

Underlease.

(1) If it be an underlease, add "freed and exonerated," &c. as *ante*, p. 133, marg. *.

shall be deemed and considered in the nature of LEASES.
a rent or rents, and be recoverable by distress Farm.
or otherwise, in like manner as the yearly rent or
sum of £ hereinbefore reserved. IN
WITNESS, &c.

LEASES.

Tithes.

No. XIX.

Lease of Rectory, Prebend, and Tithes (1).

Variations where the Lease is of great, and where of small Tithes, or both.

Also where the Parsonage House, Glebe Land, &c. are included in the Lease.

And other Variations as below (2).

THIS INDENTURE, made the day of
 [in the year of the reign, &c. and] in
 the year of our Lord . BETWEEN
 (the lessor) of, &c. rector of the parish
 church of (or vicar, prebendary, &c. as
 the case may be), of, &c. in the county of , of
 the one part, and (the lessee) of, &c. of the

Parties.

(1) The statutes of 32 Hen. VIII. c. 28, and 13 Elizabeth, c. 19, enabling ecclesiastical persons, &c. to grant leases, having been held to extend to *corporeal* hereditaments only, it is enacted by 5 Geo. III. c. 17, that they shall be extended to *incorporeal* hereditaments, and see 1 Elem. Conv. 2d Ed. p. 121, 2 *ib.* 325, by virtue of which act their successors may recover the rent in case of death.

Underlease.

(2) If it be an underlease, see *ante*, p. 114, n. (2); and *ibid.* 115, n. (1); and recite the original lease, as *ante*, p. 115.

Prior agreement.

If the lease be granted in pursuance of a previous agreement in writing, it may be recited here, as *ante*, p. 95, n. (2); and see also *ante*, No. VII.

other part. WHEREAS the said (*lessee*) has agreed with the said (*lessor*) for a lease of the rectory and tithes of the said parish of _____ for the term of _____ years, at the clear yearly rent of

LEASES.

Tithes.

£ _____. NOW THIS INDENTURE WITNESSETH, that for and in consideration (1) of the rent, covenants, and agreements hereinafter reserved and contained on the part and behalf of the said (*lessee*) his executors, administrators, and assigns, to be paid, kept, observed, and performed, [and for other good causes and considerations, him the said (*lessor*) thereunto moving], HE the said (*lessor*) HATH demised, leased, and to farm letten, and by these presents BOTH demise, lease, and to farm let, unto the said (*lessee*) his executors, administrators, and assigns, ALL that the prebend or rectory, &c. (*as the case may be*), of the parish church of _____, situated and being in the county of _____, with all and every, and all and all manner of tithes of corn, grain, and hay, and other great or rectorial tithes and dues whatsoever, growing, arising, renewing, and increasing,

WITNESS, in consideration of rent, &c.

Lessor grants, &c.

Parcels.

(1) If the lease be granted in consideration of the surrender of a subsisting lease, say,

Surrender of former lease.

“As well for and in consideration of the surrender of a certain indenture of lease bearing date, &c. and made between, &c. whereby the said prebend, &c. were demised to and are now vested in the said (*lessee*) for the term of _____ years, from the _____ day of _____ then last.”

If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, p. 95, n. (3).

Money expended in repairs.

LEASES.Tithes.

or which at any time during the term hereby granted, shall grow, arise, renew, and increase upon or out of the same(1), or otherwise within

Parsonage house.

(1) If the parsonage house be also demised, add,

“ And also all that parsonage or dwelling-house belonging to the said rectory, together with all barns, stables, and other edifices and buildings to the same belonging, or thereupon being.”

Glebe lands.

If the glebe lands belonging to the rectory be also demised, add,

“ And also all and singular the glebe lands belonging to the rectory of the said parish, and the field or orchard and garden adjoining to the said parsonage-house, and all houses, buildings, barns, stables, edifices, yards, gardens, meadows, pastures, commons, chief rents, reversions, and services whatsoever to the same belonging.”

Barns, &c.

If the parsonage-house be not demised, but the lessee is to have the use of the barns, &c. instead of these words, may be added,

“ Together with the free use and benefit of the barns, hovels, and outhouses situated in the yard or backside of the parsonage-house of _____, for the putting and lodging tithe corn, grain, and hay therein, and also the free use of the said yard or backside, to feed and fodder his cattle, hogs, and poultry therein, with full and free liberty of ingress, egress, and regress, for him the said (*lessee*) his executors, administrators, and assigns, with his and their servants, workmen, horses, carts, and other carriages, in, by, and through all the usual ways and passages to enter and come into and upon the said barns, hovels, and yard or backside, at all times during the continuance of the demise hereby granted.”

Small tithes.

If the small tithes are also leased, add, -

“ And also the tithe of wool, lamb, milk, honey, and all

the said parish or township of _____, and the fields, lands, grounds, liberties, precincts, and territories thereof belonging to the said (*lessor*) as rector of the said parish of _____; Together with all and all manner of obventions, oblations, pensions, fees, dues, profits, fruits, emoluments, rights, members, and appurtenances, of what nature or kind soever, (except as hereinafter mentioned) to the same belonging or in any wise appertaining, or which at any time heretofore have been paid, taken, accepted, reputed, or enjoyed, as part, parcel, or member of the said rectory of the parish church of _____ aforesaid, (except and always reserved out of this present lease, unto the said (*lessor*), and his successors, all and all manner of Easter-offerings, mortuaries, christenings, churchings, marriages, burials, and surplice fees- of every kind, and likewise all and all manner of tithe that may be had, claimed, or taken for the glebe lands belonging to the said rectory, and now in the occupation of, &c. and also all compositions, moduses, and customary or other payments due and payable for or in lieu of tithes of any kind whatsoever, [and also except always out of this demise to the said rector or prebendary, &c. and his successors, the presentation, no-

LEASES.

Tithes.

Exception of
Easter offer-
ings, &c.

other tithes, dues, and duties which are paid and usually reckoned as small or vicarial tithes, in, upon, or within the said town, fields, or precincts of _____ in the parish of _____, and also all the tithe of wood or composition for the same, in and belonging to the said rectory or parsonage."



LEASES.

Tithes.

To HOLD to the lessee for years, if the lessor should so long continue rector.

mination, and disposition from time to time and at all times of and to the vicarage of aforesaid]. TO HAVE AND TO HOLD, receive, take, and enjoy all the said rectory or parsonage of , together with the tithes, tenths, moduses, compositions, and all and singular other the premises hereinbefore demised, or otherwise assured, or intended so to be, with the appurtenances, unto the said (*lessee*) his executors, administrators, and assigns, from the date of these presents, unto the full end and term of years, from thence next ensuing, and fully to be complete and ended, [(*add if so*) if he the said (*lessor*) shall so long live and continue rector of the said church of , or for and during the natural lives of, &c. and the longest liver of them], in as full, ample, and beneficial a manner, in and for all respects, intents, and purposes whatsoever, and with like powers, privileges, and authorities in all things (excepting as hereinbefore excepted) as he the said (*lessor*) might or could have had, holden, or enjoyed the same, as rector of the said parish in case these presents had not been made (1). YIELDING AND PAYING therefore, yearly and every year during the continuance of the said demise unto the said (*lessor*), rector, &c. of the said parish of , and his assigns, [or his

Reddendum.

Lease determinable.

(1) If the lease is to be made determinable on notice, add, "Determinable nevertheless as hereinafter mentioned."

Underlease.

If it be an underlease, add "free and clear," &c. as *ante*, p. 118, marg. *.

successors, rectors, &c.] the rent or sum of £

LEASES.

(1) of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, without any deduction or abatement whatsoever, out of the same or any part thereof, for, or by reason of any taxes, rates, or assessments whatsoever, whether now in being or to be hereafter charged, assessed, or imposed upon or payable in respect of the premises hereby demised, or any of them or any part thereof, by authority of parliament or otherwise howsoever, and whether any such future taxes, charges, assessments, or payments shall be in the nature of those now in being or not, the first payment thereof to begin and be made on the day of next ensuing the date of these presents (2). AND the said (*lessee*) doth hereby

Tithes.

for himself, his executors, administrators, and assigns, covenant, promise, and agree, with and to the said (*lessor*) his executors, administrators, and assigns, [or his successors, rectors, &c. as aforesaid, and their or his assigns], by these presents in manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, or some or one of them, shall and

Covenant by lessee to pay rent.

(1) Rent reserved for tithes binds the lessee by way of contract, but cannot be made the subject of a distress, *Dalston v. Reeve*, Lord Raym. 77, Co. Lit. 47, a. D. &c. *Windsor v. Gower*, 2 Saund. 302. *Bally v. Wells*, 3 Wils. 25.

(2) Sometimes an additional rent is reserved by way of Penal rent. penalty in case of assignment, &c. without consent, &c. in which case see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

LEASES. will (1) yearly and every year during the continuance of this demise, well and truly pay, or cause to be paid unto the said (*lessor*) and his assigns, [or successors, or his or their assigns], the said yearly rent or sum of £ , on the days and times and in the manner hereinbefore appointed for payment thereof, and also bear, pay, and discharge all and all manner of taxes, rates, assessments, charges, and payments whatsoever, whether now or hereafter to be taxed, charged, assessed, or imposed upon, or payable in respect of the premises hereby demised, or any part thereof, or on the yearly rent hereby reserved, or the said (*lessor*), his executors, administrators, or assigns, [or successors] for or in respect of the same by authority of parliament, or otherwise howsoever, and whether any such future taxes, charges, assessments, or payments, shall be in the nature of those now in being or not, and of and from the same and every part thereof, shall and will acquit, exonerate, and discharge as well the said (*lessor*) his executors, administrators, and assigns, as also the said

And taxes

Repair chancel. rectory and premises hereby demised (2). **AND**

Lessee to pay tenths, &c.

(1) Add, if so,

“ From time to time and at all times during the continuance of this demise, well and truly pay and satisfy all subsidies, tenths, and lawful demands concerning the same, which shall henceforth become due to our most gracious sovereign, his heirs, successors, or assigns, out of, from, or in respect of the said prebend and premises, or any part thereof, and also,” &c. *as in text.*

Clause of distress.

(2) If a clause of distress be added, it may be as follows,

also(1), that he the said (*lessee*) his executors, administrators, or assigns, or some or one of them, shall and will from time to time, and at all times during the continuance of the term hereby demised, at his and their own proper costs and charges, when, and so often as need or occasion shall be or require, well and sufficiently repair, and keep in repair the chancel (2) of the said

LEASES.

Tithes.

“ And if it shall happen that the said yearly rent or sum of £ shall be behind and unpaid in all or in part, at or upon any of the days or times whereupon the same is appointed or ought to be paid as aforesaid, (being then or at any time thereafter lawfully demanded and not paid upon such demand) it shall be lawful for the said prebendary, &c. and his successors, or his or their assigns, into or upon the said prebend and other the premises hereby demised, to enter and distrain, and the distress and distresses there found and taken to sell or otherwise dispose of and deal with according to law, to the end and intent that the said yearly rent or sum of £ and all arrears thereof then due or to become due during the time of such distress, together with all costs, charges, and expenses attendant upon or incurred or occasioned by reason of such arrears or default, shall be fully paid and satisfied.”

(1) If it be an underlease, see *ante*, p. 122, n. (1).

Underlease.

(2) As it belongs to the parson to keep the chancel of the parish church in repair, see *Walwyn v. Auberry*, 2 Mod. 254, Repair. 1 Roll. Ab. 650, pl. 9. He usually imposes this burden on his lessee.

If the parsonage house or other buildings are demised, add, Parsonage.

“ And all and every the said messuages or tenements, buildings, and paling, and fences belonging to the said rectory or parsonage, and premises hereby demised.”

In which case also a covenant by the lessee to insure them Insurance. against fire, &c. may likewise here be added, as in No. IX. p. 90.

LEASES.

Tithes.And protect
lessee against
dilapidations.Lessee to keep
tithing book.

church of . AND shall and will save, defend, and keep harmless and indemnified the said (*lessor*) his heirs, executors, and administrators, and his and their lands, tenements, goods, and chattels, of, from, and against all actions, suits, costs, charges, damages, and expenses whatsoever, which he or they shall or may sustain, or be put unto for or by reason or means of any dilapidations, or want or defect of repairs, in or about the said premises, or any part thereof during the continuance of the said demise(1). AND further, that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the said term, keep just and true books of account, wherein he shall duly enter and set down all and every sum and sums of money or other valuable which he or they shall receive for or in respect or satisfaction of any of the tithes, or other premises hereinbefore mentioned to be hereby demised, and also an account of the quantity and species of tithe received in kind, together with the names of the parties from whom, and the particulars for which such sum or sums of money or valuable thing shall be received or had, and at the expiration of the said term, or other sooner determination thereof, shall and will deliver up into the hands of the said (*lessor*) his executors, administrators, and assigns, [or successors] such books

(1) If the lessee is not to assign without licence, see *ante*, p. 81 and 105.

of account, and all other books, papers, and writings in the custody or power of him the said (*lessee*) his executors, administrators, and assigns, or which he or they can come by without suit at law or in equity, in any wise relating to the tithes and premises hereby demised, or mentioned so to be, or the receipt or payment thereof, or of any part or parts thereof. AND the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, in manner following, (that is to say) that (1) he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, at and upon the days and times and in the manner hereinbefore appointed for payment thereof, and performing and observing the several covenants and agreements hereinbefore contained by him and them to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said rectory, parsonage, tithes, and all and singular other the premises hereby granted and demised, or mentioned or intended so to be, with their rights, members, and

LEASFS.

Tithes.

Tenant shall quietly enjoy on payment of rent and performance of covenants.

(1) Insert, if so agreed,

“ That he the said (*lessor*) his heirs, executors, administrators, or successors, shall and will during the said term pay and satisfy the first fruits and all lawful demands concerning the same, and of and from the same shall and will at all times save harmless and indemnified the said (*lessee*) his executors, administrators, and assigns, and also,” &c. as in text.

Lessor to pay first fruits, &c.

LEASES.

Tithes.

Power of entry
on breach of
covenants.

appurtenances, for and during the term of hereby granted thereof, [if he the said (*lessor*) shall so long live, and continue rector of the said parish of _____,] without any lawful denial, hindrance, molestation, or interruption whatsoever, of or by him the said (*lessor*) or his assigns, [or successors] or any person or persons now or hereafter lawfully, equitably, or rightfully claiming or possessing any estate, right, title, trust, or interest, in, to, or concerning the said premises, from, through, under, or in trust for him or them, or by or through his or their acts, means, consent, procurement, default, or privity (1). PROVIDED ALWAYS nevertheless, and these presents are upon this express condition nevertheless, that if the said yearly rent or sum of £. _____ hereinbefore reserved, or made payable, or any part thereof, shall be in arrear and unpaid for the space of _____ days next after any of the days or times hereinbefore appointed for the payment thereof; and the same shall be lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not upon such demand be fully paid up and satis-

Lease deter-
minable.

(1) If it be intended that the lease shall be determinable before the end of the term on notice, see *ante*, p. 111, n. (23), and p. 112, notes.

Underlease.

If it be an underlease, add "freed and exonerated," &c. as *ante*, p. 133, marg. *, and covenant by lessor for title to pay and indemnify against the original rent, &c. as *ante*, p. 136, and see variations, 138, n. (1), and 140, (A).

Glebe, &c.

If glebe lands be demised, there may be added the usual covenants for husbandry and privileges of outgoing tenants, as *ante*, No. XVIII.

fied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, let, set over, or otherwise part with, or cause, procure, or wilfully suffer to be assigned, let, set over, or otherwise parted with or disposed of, the said tithes and premises hereby demised, or any part thereof, or his or their estate or interest therein, or any part thereof, without such consent as aforesaid, or shall neglect or fail in the performance or observance of any other the covenants and agreements hereinbefore contained, which by him or them are to be performed or observed according to the true intent and meaning of the same respectively; [or in case the said (*lessor*) shall depart this life during the said term of years hereby granted, or cease to be rector of the said parish of], then and from thenceforth and in either of the said cases [this present demise or lease, and] the covenant for quiet enjoyment hereinbefore contained, shall wholly cease and be void (1), and the said (*lessor*) or his assigns, [or successors] upon or at any time after any such breach, non-observance, or non-performance, and the person who on the decease of the said (*lessor*) or his ceasing to be rector of the said parish, shall succeed to the said rectory, shall or lawfully may immediately thereafter, enter into

LEASES.

Tithes.

(1) If the lease be determinable on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

If the lease be determinable on notice, see *ante*, p. 111, n. (23), and p. 112, notes.

Lease determinable on death, &c.
Lease determinable on notice.

LEASES.

Tithes.

Entry not to
prejudice
lessor's right
of action, &c.

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same, as of his and their former estate, and as if these presents had not been made. And he the said (*lessee*) his executors, administrators, and assigns, shall and will in every or any of the said cases resign, relinquish, and give up, and quit, and leave the same accordingly. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his executors, administrators, [*or successors*] might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) [*or his successors*] for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in

like manner as the yearly rent or sum of £
 hereinbefore reserved. [PROVIDED also, and it is
 hereby agreed and declared by and between the
 said parties, that in case the said (*lessor*) shall
 during the term hereby demised depart this life,
 or resign the said vicarage, or the same shall be-
 come vacant by any other lawful avoidance or
 means, then and in any of the said cases the said
 (*lessee*) his executors, administrators, and assigns,
 shall not be required to pay or be obliged to
 render any other or more rent than what shall be
 proportionable to the value of such or so much of
 the said tithes hereby leased as he or they shall
 have received by virtue of the demise hereby
 made, up to the time of such voidance, any thing
 hereinbefore contained or implied to the contrary
 notwithstanding (1)]. IN WITNESS, &c.

LEASES.

Tithes.

(1) If it be a prebendary, add,

“ And lastly, the said (*lessor*) prebendary aforesaid, doth
 by these presents make, constitute, and appoint the said
 A. B. (he being made party to the lease), his lawful attor-
 ney, for him the said (*lessor*), and in his name, unto the
 said prebend and premises hereby demised, or otherwise
 assured, or intended so to be, or any part thereof, in the
 name of the whole to enter, and full and peaceable possession
 thereof for him the said (*lessor*), and in his name to take and
 have, and after such entry, possession, and seisin had and
 taken, like full and peaceable possession and seisin thereof,
 or of any part thereof, in the name of the whole unto the said
 (*lessee*), or to his attorney or attornies in that behalf, to give
 and deliver according to the form and effect of these pre-
 sents.”

The power of
 attorney to de-
 liver seisin.

LEASES.Coal Pits, &c.

No. XX.

Lease of Coal Pits, or of Lands in a Coal or Mining County.

Variations *where the Lease is of Lead, Copper, Iron, or other Ores, or where there is supposed to be such. Where it is an original and where an Underlease. Where a Premium is paid for the Lease, &c. &c. as below.* (1).

THIS INDENTURE made the _____ day of _____ in the _____ year of the reign, &c. and in the year of our Lord _____ . BETWEEN *the lessor*) of, &c. _____ of the one part, and

-
- Notes, &c. (1) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94, also *ante*, No. VI.
- Underlease. And if the present lessor be himself a lessee only of the premises, see *ante*, No. X. p. 114, 115.
- Corporation. If the lease be granted by a corporate body, see *post*, No. XXI.
- College. If by a college, *post*, No. XXII.
- Tail, &c. If by tenant in tail, or for life at the common law, see *post*, No. XXIII. If under the statute, *post*, No. XXIV.
- Bishop. If by a bishop or other ecclesiastical person, see *post*, No. XXV.

(*the lessee*) of, &c. of the other part. WHEREAS, &c. (1.) WITNESSETH, that for and in consideration of the rents, renders, reservations, and payments hereinafter reserved, and of the provisos, conditions, covenants, and agreements hereinafter contained on the part and behalf of the said (*lessee*) his executors, administrators, and assigns, to be respectively paid, observed, performed, fulfilled, and kept, he the said (*lessor*) HATH granted, demised, leased, and to farm let, and by these presents DOTH grant, demise, lease, and to farm let unto the said (*lessee*) his executors, administrators and assigns, (such assigns being with the licence and consent hereinafter mentioned, ALL those several closes, pieces, or parcels of land, &c. and also all and every the mines, pits, and veins of coal, and other

LEASES.

Coal Pits, &c.

WITNESS, in consideration of rents, &c.

The lessor demises, &c.

Parcels.

If by a husband seised in right of his wife, <i>post</i> , No. XXVI.	Husband.
If by a tenant for life under a power, <i>post</i> , No. XXVII.	Life.
If by trustees, <i>post</i> , No. XXVIII.	Trustees.
If by a guardian, <i>post</i> , No. XXIX.	Guardian.
If by the committee of a lunatic, <i>post</i> , No. XXX.	Committee.
If by an heir at law under an agreement by his ancestor, <i>post</i> , No. XXXI.	Heir.
If by mortgagor and mortgagee, <i>post</i> , No. XXXII.	Mortgagee.
If by joint-tenants, tenants in common, or coparceners, <i>post</i> , No. XXXIII.	Joint-tenants.
If by executors or administrators, <i>post</i> , No. XXXIV.	Executors.
If it be granted to joint-tenants, tenants in common, or copartners, <i>post</i> , No. XXXV.	Tenants in common, &c.
If to executors or administrators, <i>post</i> , No. XXXVI.	Executors.
(1) If the lease be granted in pursuance of a previous written agreement, see <i>ante</i> , p. 95, n. (2), and add here, Now THIS INDENTURE.	Prior agreement.

LEASES,

Coal Pits, &c.Liberty to
delve, &c.

mineral and product (except as hereinafter is mentioned) lying and being in and under all and singular the said land or ground which (1) now are open or known, or which shall or may be found or discovered therein, during the continuance of this demise or lease, together with full and free liberty (2), power, and authority for the said (*lessee*) his executors, administrators, and assigns, and his and their and every of their agents, servants, miners, and workmen from time to time, and at all times during the continuance of this demise, at his or their costs, charges, to enter into and upon the lands, ground, and pre-

(1) If the lease be of mines or ore, &c. say,

Mines.

“ All and all manner of mines, pits, and veins of lead, tin, copper, metal, minerals, and other ores whatsoever, which,” &c. (*as in the text*).

(2) These privileges may be converted into covenants on the part of the lessor, if requisite; in which case such covenants will be properly inserted after the *reddendum*, p. 310.

If the lease be of mines, ore, &c. add,

Mines, &c.

“ AND also to erect, build, and set up upon any part or parts of the said demised premises, any engine or engines, furnace or furnaces, forge or forges, mill or mills, workmen's or other shops, stables, or other erections and buildings for the cleansing, making, manufacturing, and converting tin, copper, or other ores, minerals, and other metals into goods, wares, and merchandizes, or otherwise using or dealing with the same; and likewise to cut and make watercourses, drains, buddles, and bung-steads for washing, dressing, and cleansing the said ores, and other necessary purposes concerning the same.”

mises hereby demised or described, or any part or parts thereof, and there to dig, bore, delve, sink, search for, and raise, get and work the said pits, mines, and veins, and follow and pursue the same, according to the law and custom of mines and stannaries, and for that purpose to sink such and so many pits and shafts, and to drive such and so many headways, soughs, levels, and drains, and to erect and set up such and so many fire-engines, whimsies, cranks, gins, and other machines, and to make use of all such other devises, ways and means as shall be found necessary or expedient for raising, getting, and working the said mines and veins, and for draining, raising, and discharging the water therefrom, in the best manner, or as is usually practised in such or like cases, and to place and stack up such coal and product, and the earth, rubbish, and spoil to be raised out of the said pits or shafts, and mines upon the said lands and grounds, and from time to time to take down the said fire-engines, whimsies, cranks, gins, and other machines erected and set up, for the purposes aforesaid, and the materials thereof, as to him the said (*lessee*) his executors, administrators, and assigns, shall seem meet; and to have, take, and carry away, at his and their free-will and pleasure, and to convert for and to his and their own proper use and benefit all such coal and product, as shall or may be gotten or raised from the said pits, mines, and veins, (except only as hereinafter is mentioned). AND also to make

LEASES.

Coal Pits, &c.

And to make
waggon roads.

LEASES.Coal Pits, &c.

Liberty for
lessee to get
stone, sand, and
brick earth.

And to burn
bricks, &c. for
the use of mines.

such and so many waggon roads or railways, and cuts, pools, or canals in and over the said lands or ground, and to do and perform all other reasonable acts and things necessary or proper for the carrying away the said coals, and other produce of the said pits or mines as shall from time to time be fitting and necessary, and also full and free liberty of ingress, egress, and regress, in, to, out of, and from the said lands, grounds, and premises, or any part thereof, with horses, carts, waggons, and other carriages, or otherwise as shall be necessary for taking, conveying, carrying away, selling, and disposing of the said coal, and other the produce thereof, in, by, and through all such roads, ways, cuts, and canals, or any of them, or any part thereof, (subject only to the provisos, limitations, agreements, and conditions hereinafter contained); together also with full and free liberty, licence, power, and authority, from time to time, and at all times during the continuance of this demise or lease, at his and their free will and pleasure, and at his and their own costs and charges, to raise, dig, and get stones, sand, fine and common brick earth, or clay, in any convenient part or parts of the said demised lands or grounds, and to make and burn bricks, tiles, and other articles for the erecting and building of any furnaces, engines, works, forges, mills, erections, and buildings upon the said demised lands, ground, and premises, and for altering and repairing the same, for the use of the

mines, pits, and other works to be carried on by the said (*lessee*) his executors, administrators, or assigns, as is hereinbefore mentioned. AND likewise to do all necessary acts, matters, and things for laying dry, raising, getting, converting, manufacturing, and disposing of the said mines or pits, and the produce thereof as to him the said (*lessee*) his executors, or administrators, shall seem proper and necessary, or expedient; together with all and singular the ways, waters, watercourses, commodities, privileges, appendages, and appurtenances whatsoever (1), to the pieces or parcels

LEASES.

Coal Pits, &c.

And to lay dry the mines.

(1) Here may be inserted an exception of timber, &c. as below.

“ Except and always reserved from and out of this present demise and lease unto (*the lessor*) and to his heirs and assigns, all timber and other trees, and saplings likely to become timber, now standing, growing, or being, or which shall or may at any time during the term hereby demised, arise, grow, or be planted in or upon the said demised lands and premises, or any part thereof, together with free liberty of ingress, egress, and regress, to and for him the said (*original lessor*) and his heirs and assigns, and his or their, or any of their servants and workmen; with carts, waggons, and other carriages, horses, and implements to fell, cut down, convert, have, take, and carry away the said timber and trees, and the produce thereof, and to dig and make coal hearths, saw-pits, and places to work in for the coaling, sawing, and converting thereof, in and upon any convenient part of the lands and premises hereby demised, and for that purpose to have and get turves and soil in and upon the said lands and grounds hereby demised, from time to time at his and their free will and pleasure. AND also except,

Exception of timber.

And fire clay.

LEASES.Coal Pits, &c.

of land, ground, hereditaments, and premises hereby demised, or mentioned or intended so to

and always reserved, from and out of this present demise or lease, unto the said (*original lessor*) and to his heirs and assigns, all mines of clay, commonly called fire brick clay, (except as hereinbefore is mentioned), which can or may be found, got, or raised in, under, or upon the said hereby demised premises, or any part thereof, together with full and free liberty, power, and authority to and for the said (*original lessor*) and his heirs and assigns, and his or their servants, agents, and workmen from time to time, and at all times hereafter, at his or their free will and pleasure, during the said time hereby created, subject only to the regulations and agreements hereinafter contained); to enter upon all or any part of the said hereby demised lands and premises, and there to bore and sink one or more pit or pits, or to do any other act, or to use any arts, modes, or devices whatsoever, which are usually practised for getting any such mines, in or under the said hereby demised premises, and to erect, make, and set up any engines, whimsies, gins, or other engines for raising, drawing, or getting up such fire brick clay to be had or found in or under the said hereby demised premises, or any part thereof, for draining the water therefrom, and to make any drains, levels, and aqueducts for carrying off the same water, from, and out of the said mines, and with or without horses and other beasts, carts, waggons, and other carriages, to fetch, have, and carry away, and to sell and dispose of all the fire brick clay there to be found or raised, and the produce thereof, from time to time as aforesaid. AND also to make one or more railway or railways, road or roads, cuts or canals in and over any part of the said demised premises at his and their free will and pleasure, and at all times to do any other reasonable acts and things, and upon the said hereby demised premises for

And to make a railway.

be, belonging, or in any wise appertaining, or which heretofore have or has been or ought to be or have been used, occupied, or enjoyed therewith. To HAVE AND TO HOLD the said closes, pieces, or parcels of land or ground, mines, and veins, lying and being in and under the same, and to use, exercise, and enjoy all and singular the powers, liberties, and privileges hereinbefore mentioned, (except as aforesaid); unto and by the said (*lessee*) his executors, administrators, and assigns, (such assigns being with the licence or consent hereinafter mentioned), for and during and unto the full end and term of years, to be, commence, and be computed from the

LEASES.

Coal Pits, &c.

 To hold to the
 lessee for
 years.

the getting, converting, fetching, carrying away, and disposing of said fire brick clay in and under the said demised premises, without any let, suit, hindrance, or molestation, of, by, or from the said (*lessee*) his executors, administrators, or assigns, he the said (*lessor*) his heirs or assigns, interfering as little as may be with the works of the said (*lessee*) his executors, administrators, and assigns, and not by any means preventing or interrupting him or them in his said works, or his and their having full enjoyment of sufficient fire clay, during the continuance of this demise or lease for the purposes hereinbefore mentioned; and from time to time making reasonable satisfaction and amends unto him the said (*lessee*) his executors, administrators, or assigns, for all such damage as shall be occasioned to the said demised premises, or the mines of coal, &c. to be opened therein in pursuance of these presents, or the works and buildings to be erected thereon, or in the use and enjoyment of any of the aforesaid reservations and liberty."

LEASES. day of now last past (1). [AND to
 have and to hold all and singular the coals,
 mines, minerals, and products, which shall or may
 be gotten or obtained from the pits, mines, land,
 or ground and premises, during the said term,
 unto and by him the said (*lessee*) his executors,
 administrators, and assigns, (except as hereinafter
 mentioned), to and for his and their own use and
 benefit, and as and for his and their proper goods,
 chattels, and effects. YIELDING AND PAYING there-
 fore yearly and every year during the said term
 of years, hereby demised unto the
 said (*lessor*) his heirs and assigns (2), the yearly
 rent or sum of £ (3) of current law-
 ful money of that part of the United Kingdom
 of Great Britain and Ireland called England, as
 and for the surface rent of the said pieces or par-
 cels of land or ground hereby demised, or in-

Coal Pits, &c.

And to have the
 produce abso-
 lutely.

Paying for the
 surface of the
 land, the yearly
 rent of £.

Lease deter-
 minable on
 notice.

(1) If the lease be determinable at any period before the ex-
 piration of the term, add

“ Determinable nevertheless as hereinafter mentioned.”

Underlease.

If it be an underlease, add “ free and clear,” &c. as *ante*, p.
 118, marg. *.

Underlease.

(2) If it be an underlease, make the reservation to and cove-
 nants with the lessor, his “ executors, administrators, and as-
 signs,” instead of “ heirs and assigns,” throughout the lease.

Mines.

(3) Where the lease is of mines, it is common to reserve a
 part of the ore or other produce itself, instead of money, in
 which case the reservation may be,

“ YIELDING, rendering, paying and delivering therefore,
 from time to time during the said term unto the said (*lessor*)

tended so to be, (clear of all land-tax, and all other taxes, charges, and assessments whatsoever), charged or assessed, or to be charged or assessed on the said premises, or the erections, and buildings to be erected and built thereupon, whether the said taxes or assessments, or any of them, be of the nature of those now in being or not, by four equal quarterly payments in every year, (that is to say) on the day of , the day of ' , the day of , and the day of in each and every year, the first quarterly payment whereof to commence and be made on the day of next ensuing the date of this demise or lease. AND

LEASES.

Coal Pits, &c.

his heirs and assigns (a), every fifth dish, or one fifth part of all and every the ore of lead, tin, silver, copper, or other metal or minerals which shall be had, taken, or obtained, out of, or from the said mines, or any and every of them, the same to be rendered and delivered on the day of washed and cleaned proper for smelting, [or within the space of days next after the same shall have been procured, and giving at all times, and from time to time unto the said (*lessor*) his heirs and assigns, days previous notice of the time and place of such rendering and delivering."]

(a) A reservation of ore is analogous to money, and will go to the heirs of the lessor. See *Campbell v. Leach*, Amb. 748.

And if in a lease of a colliery at a rent of so much per way, it become so exhausted as not to be worth working, the Court will relieve against the future rent and the covenant to work the colliery. *Smith v. Smith*, 2 Brow. Ch. Ca. 311.

LEASES.Coal Pits, &c.

And paying
s. per ton for
coals, &c. ob-
tained according
to the quality.

also yielding and paying during the said term, over and above the said yearly rent hereinbefore reserved, unto the said (*lessor*) his heirs and assigns, the sum of shillings of like lawful money, for each and every ton (the said ton weighing 21 cwt. or 120lbs.) of coal, called or considered as best coal, (and so in proportion for any greater or less quantity than a ton) which shall be had or obtained from the pits or mines hereby demised, and which shall at any time during the said term, fetch or be sold for the price or sum of shillings per ton, when delivered into the boats or barges upon the canal, called the canal, exclusive of any new parliamentary tax upon coals falling upon or to be paid by the said (*lessee*) his executors, administrators, or assigns, and in case and when the said coal shall fetch or be sold for a greater price or sum than shillings, then an additional royalty or sum per ton, to be paid in the proportion of shillings for every shillings which such coal shall fetch or sell for, above the said sum of shillings per ton; and also the sum of shillings of like lawful money for each and every ton of coals called or considered as black, faulty, or inferior coal, (and so in proportion for any greater or less quantity than a ton), or paying in lieu of the said rent for such last mentioned coal, one sixth part of the price for which such coals shall be sold, when delivered into the boats upon the said canal, at the option of the said (*lessor*) his heirs or assigns, and also the sum of shillings of like lawful

money for each and every ton of coals, called heathen coal, (and so in proportion for any greater or less quantity than a ton) or in lieu thereof, one fifth part for which the same coals shall be sold as aforesaid, at the option of the said (*lessor*) his heirs or assigns, and the sum of shillings of like lawful money, for each and every ton of slack or small coal (and so in proportion for any greater or less quantity than a ton), which the said (*lessee*) his executors, administrators, or assigns, shall from time to time during the continuance of this demise, raise or get out of the aforesaid lands or mines, save only and except such of the said last mentioned slack or small coal, as shall be gotten and raised for coking, or which shall be used for burning of bricks for the use of the works or erections to be made on the premises, and for working the mines, engines, and whimsies on the said premises, for draining the water out of the mines, and raising the coals, &c. out of the pits or shafts, and also except such coal as shall be used by the agents, colliers, miners, or other workmen to be employed in and about the said works, for which said slack or small coal it is hereby agreed that no royalty or rent shall be paid, all which said several royalties or sums so reserved as aforesaid, are to be paid and payable by four equal quarterly payments in each and every year of the said term (that is to say) on the day of , the day of , the day of , and the day of , the first quarterly payment whereof

LEASES.

Coal Pits, &c.To be paid
quarterly.

LEASES.

Coal Pits, &c.

Further reddendum of a rent for every sack of coke.

to begin and be made on such of the said respective quarterly days or times, as shall first and next happen after getting and raising of such coals, &c. as aforesaid. AND also yielding and paying during the said term, over and above the said yearly rents, royalties, and mine rents hereinbefore reserved unto the said (*lessor*) his heirs and assigns, the sum of pence of like lawful money for each and every sack, (and so in proportion for any greater or less quantity than a sack) of coke which he the said (*lessee*) his executors, administrators, or assigns, shall from time to time during the continuance of this demise, make from the small or lump coal which shall be raised and got out of the aforesaid mines or pits, and sold and disposed of from the said premises, each sack to contain nine bushels, and each bushel nine gallons, and the same to be paid and payable quarterly, on such of the said quarter days or times of payment, as shall first and next happen after the making or converting the said coal into coke as aforesaid (1) AND the said (*lessee*) doth

Covenant by lessee to pay rent, royalties, and reservations.

Iron stone.

(1) If the pit or mine produce what is called iron stone, which is frequently the case, here may be added,

“ AND also yielding and paying during the said term, over and above the aforesaid rents and royalties hereinbefore reserved unto the said (*lessor*) his heirs or assigns, the sum of shillings of like lawful money for each and every bloom, and so in proportion for any greater or less quantity than a bloom of iron stone, which he the said (*lessee*) his executors, administrators, or assigns, shall from time to time

hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said (*lessor*) his heirs and assigns, in manner following (that is to say) (1) that he the said (*lessee*) his executors, administrators, and assigns, shall and will yearly and every year during the said term of _____ years hereby demised, well and truly pay or cause to be paid (2) unto the

LEASES.

Coal Pits, &c.

during the continuance of this demise, get and raise out of the aforesaid mines or pits, each bloom to weigh or contain _____ cwt. reckoning six score lbs. to each hundred weight, if the same shall be fresh got from the mines, but if the same shall have been lain for the space of one month upon the pit bank, after the stacks of iron stone are finished and measured to the workmen, then each bloom to weigh _____ cwt. only, and the said rent or royalty to be paid and payable quarterly, on such of the said quarter days as shall first and next happen after getting and raising of such iron stone as aforesaid."

(1) If it be an underlease, see note *ante*, p. 122, n. (1).

Underlease.

Sometimes an additional rent is reserved by way of penalty in case of assignment, without consent, &c. in which case see *ante*, p. 97, n. (9).

Penal rent.

(2) If the lease be of mines, &c. say,

Mines, &c.

"Yield, render, and deliver, or cause to be yielded, rendered, and delivered unto the said (*lessor*) his heirs and assigns, the fifth dish, or one full fifth part of all and singular the said ore, metal, and mineral hereby reserved as aforesaid, according to the true intent and meaning of the reservation hereinbefore contained in that behalf and of these presents; and also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times during the said term, work and carry, or cause to be worked and carried on all and every the said mines, pits, or veins afore-

LEASES.Coal Pits, &c.And make up
account of coals
sold.Covenant to
pay land tax;

said (*lessor*) his heirs or assigns, or to his or their steward or agent, the said yearly rent or sum of £ on the days and times, and in the proportions and manner hereinbefore appointed for payment thereof, without any default, deduction, or abatement whatsoever (except as aforesaid). AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will on each and every of the said quarter days hereinbefore mentioned and appointed for the payment of the said several reserved rents and royalties aforesaid, settle and make up the accounts of all the coal, &c. which he or they shall have then obtained and raised in, from, or out of the said demised premises, and shall and will then pay the full amount of such rents and royalties aforesaid, to the said (*lessor*) his heirs and assigns, free from all deductions, duties, outgoings, and other charges, ordinary or extraordinary, (except only as aforesaid) according to the true intent and meaning of these presents. AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the term hereby demised, well and truly pay, satisfy, and discharge the land tax, as well as other taxes, rates, levies, assessments, tythes, or other impositions whatsoever, assessed or imposed, or which

said, in the best and most effectual and productive manner, and according to the usual practice of carrying on, and working mines or pits of a like kind."

at any time or times during this demise shall be assessed, taxed, charged, or imposed upon the said lands and premises hereby demised, or upon any part thereof, or upon the said several reserved rents and royalties, or upon any erections, buildings, or works to be erected and built or carried on by the said (*lessee*) his executors, administrators, or assigns, upon the said demised lands and premises in pursuance of these presents, or upon the said (*lessor*) his heirs or assigns, in respect thereof by act of parliament or otherwise howsoever, and whether such taxes, rates, levies, assessments, or other impositions, shall be of the nature of those now in being or not, and from time to time, and at all times hereafter indemnify and save harmless the said (*lessor*) his heirs and assigns, of, from, and against the payment thereof (except as aforesaid)]. AND (1) that he

LEASES.

Coal Pits, &c.

And indemnify original and present lessor therefrom.

Covenant by lessee to repair, &c.

(1) If the privileges before given to the lessee, are to be framed into covenants, to be performed by him, such covenants may be introduced here, where may also be inserted, if so agreed, a covenant for the lessee to provide a machine for weighing the produce of the mines.

“ AND also shall and will immediately upon the commencement of this demise, at his own costs and charges, set up and erect one or more good and sufficient weighing machine or machines, in the most convenient place for that purpose, and from time to time, and at all times during the continuance of this demise, at his and their own costs and charges, provide a proper person to superintend the said machine or machines, and cause or procure all the coal and iron stone which shall be gotten and raised from or upon the said premises by the said (*lessee*) his executors, admini-

Lessee to provide weighing machine.

LEASES.Coal Pits, &c.

the (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during this demise, well and sufficiently repair, amend, maintain, scour, cleanse, preserve, and keep in good; sufficient, and tenantable order and repair all the gates, rails, stiles, hedges, ditches, mounds, and fences of and belonging to the said hereby demised land, ground, and premises, and also all and every the furnaces, fire engines, and iron works, dwelling houses, and other erections and buildings, which now are standing or being, or which shall or may, at any time hereafter during this demise, be erected or built by the said (*lessee*) his executors, administrators, and assigns, on the same premises, or any part thereof, (he and they being allowed to get stone, sand, fine and common brick clay, from time to time upon the said premises, if there to be found, for making of bricks, tiles, and other articles for erecting, building, altering, improving, and repairing the same as aforesaid); and all and every furnace and furnaces, fire engines, iron works, dwelling houses, and all other erections and buildings, improvements and alterations to be

strators, or assigns, and shall be sold by land sale to be brought upon and weighed by such machine or machines, and the weights of all such coals as shall be conveyed by water carriage, shall from time to time be ascertained and determined on delivery thereof unto the boats, by proper indexes to be fixed on such boats in the usual manner, and according to the custom of the trade."

hereafter erected, built, or set up, and continued (except the iron works, castings, railways, gins, whimsies, machines, and the moveable implements and materials used in and about the said furnaces, fire engines, pits, mines, and premises) being so repaired, amended, and kept in repair as aforesaid, shall and will at the end, expiration, or other sooner determination of this demise, quit, leave, surrender, and yield up into the hands and quiet possession of the said (*lessor*) his heirs and assigns, without any denial, refusal, or delay whatsoever. AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at his and their own costs and charges, immediately or as soon as may be after the commencement of this demise, begin, and proceed upon opening, delving, and sinking pits or mines for the purpose of searching for and procuring coal, &c. in and under the said hereby demised lands and premises, and use his and their best and utmost endeavours for the discovery of the mines and veins therein; and continue to work, raise, and get the same, and the produce thereof, so and in such manner, as that he and they shall and will during the continuance of this demise raise and get from and out of the said mines, pits, and lands hereby demised, or use his and their best and utmost means and endeavours to raise and get tons of coals (1), at the least, in each

LEASES.

Coal Pits, &c.

Lessee to open mines.

And raise tons of coal per week.

(1) If the lease be of mines, say,

" lb. weight of tin, copper, iron, or other ore, or

Mines.

LEASES.

Coal Pits, &c.

In default thereof to pay an additional rent.

and every week, each ton to weigh or contain 21 cwt. of 120lb. as aforesaid, or otherwise shall and will well and truly pay or cause to be paid unto the said (*lessor*) his heirs or assigns, the sum of £ of lawful and current money of England, by way of rent for the said mines of coal yearly and every year during such part of the said term of years, in which he the said (*lessee*) his executors, administrators, or assigns, shall not raise and get such quantity of coal per week as last aforesaid, (provided that the same, if worked according to the true intent and meaning of these presents, would produce that quantity annually), without any default, deduction, or abatement whatsoever, and so in proportion for or in respect of any less quantity, which he or they shall procure short of what the said mines or pits would produce, if so worked as aforesaid, the same to be payable and paid by four equal quarterly payments in every year, at the time and in manner hereinbefore mentioned, for payment of the said yearly rent or sum of £ hereby reserved (1).

mineral, as the same shall be washed and cleansed, in," &c. *as above.*

Iron stone.

(1) If the pits produce iron stone, add,

“ AND also that he the said (*lessee*) his executors or administrators, shall and will from and after the coal is cleared sufficient for that purpose, quarterly and in each and every quarter of a year during the continuance of this demise, raise and get from and out of the said mines hereby demised, or intended so to be, if there to be found of a good quality, and got at the customary price of the country, not less than bloom of iron stone, each bloom to weigh or contain 35 cwt.

LEASES.

Coal Pits, &c.

and level the ground so as to make it ploughable.

To fill up the useless pits.

near to the old works adjoining thereto, as to endanger the pillars or partitions between the same, or so as to let the water out of the old gobs or deads adjoining, into any part of the said works; AND shall and will level the land or ground in or about the pits or mines as and when the same shall be exhausted, and worn out and discontinued. AND also if required by the said (*lessor*) his heirs or assigns, fill up all and every the said pits or mines which shall be so exhausted, or arch over the same with bricks in a workman-like manner, and bury the offal stone, spoil, or rubbish which shall be raised or gotten out of the said mines, and cover the pits and pits' mouths over with good earth or soil, (if to be had upon the spot) for cultivation, and leave and yield up the said lands under which the said mines shall have been opened or worked, and finished or discontinued by the said (*lessee*) his executors, administrators, and assigns, and every part thereof, in good and tenantable condition, so as the same may be fit for agriculture or pasture (1).

(1) The lessor of mines sometimes reserves to himself the privilege of purchasing the produce, if he shall desire it, in which case add,

Lessor to have pre-emption.

“ AND also that he the said (*lessor*) his heirs or assigns, shall at all times, and from time to time during the term hereby demised, have the full and entire privilege of the first refusal and preference of buying of and from the said (*lessee*) his executors, administrators, and assigns, all such coal, &c. and other produce which he or they shall or may

AND also that it shall and may be lawful to and for the said (*lessor*) his heirs and assigns (1), or his or their bailiffs, servants, agents, or workmen, at all times in the day-time, whilst the said mines shall continue working, to make use of the ropes, gins, and other engines and materials employed in working the said mines, to go into any pit or pits, and afterwards to be drawn thereout at his, their, or any of their free wills and pleasure, and to view dial latch, and inspect into the manner of working the same, and make such other observations and examinations into and concerning the same as they or any of them shall think proper; and in case the said (*lessee*) his executors or administrators, shall be found to be working or using the said mines in an improper or unworkmanlike manner, then and in such case it shall be

LEASES.

Coal Pits, &c.

Power for lessor to view and inspect the manner of working the mines,

and if improperly used, to give notice to stop working until satisfaction.

get or obtain from or out of the said demised land, ground, pits, mines, and premises, at or for such price or prices, and he the said (*lessor*) his heirs, executors, administrators, or assigns, from time to time, paying unto him the said (*lessee*) his executors, administrators, or assigns, such sum and sums of money as the same shall be reasonably worth, or as coal, &c. of like quality shall fetch or sell for at as aforesaid, or in the neighbourhood thereof."

As to the privilege of pre-emption to the king of the produce of royal mines, see 5 and 6 Wil. and Mary, c. 6, and 55 Geo. III. c. 134.

(1) If it be an underlease, say

"For the said (*lessor*) his executors, administrators, and assigns, and also for the (*original lessor*) his heirs and assigns, their or any or either of their bailiffs," &c. (*as above*).

Underlease.

LEASES.Coal Pits, &c.

Lessee to provide books to enter quantity of coal and iron stone.

Liberty for lessor to inspect books.

lawful for the said (*lessor*) his heirs and assigns (1), to give notice in writing unto the said (*lessee*) his executors, administrators, or assigns, or his or their known or authorised agent or agents, to stop and discontinue the further working of the said mines, until full satisfaction and amends shall be made for the damage, loss, or injury which shall have been sustained or occasioned, by or to the said (*lessor*) his heirs or assigns, by reason of the said mines or veins being so improperly worked or used, such satisfaction and amends to be ascertained and awarded by referees or arbitrators to be appointed in the manner hereinafter mentioned, in case the said parties hereto, or their respective heirs, executors, administrators, or assigns, shall disagree about the same. AND that he the said (*lessee*) his executors, administrators, and assigns, shall and will cause or procure the weights and quantities of such coal, &c. to be from time to time entered in a convenient and proper book or books, to be provided and kept for that purpose, to which book or books he the said (*lessor*) his heirs and assigns (2), or any of them, shall at all

Underlease.

(1) If it be an underlease, say,

“For the said (*lessor*) his executors, administrators, or assigns, and the said (*original lessor*) his heirs and assigns, or either or any of them.”

Underlease.

(2) If it be an underlease, say,

“He the said (*lessor*) his executors, administrators, and assigns, and also the said (*original lessor*) his heirs and assigns, or any or either of them shall,” &c. (*as above*).

seasonable times have free access to inspect and examine the same, with liberty to take extracts or copies thereof or therefrom, and shall or may, if they shall think fit, be present at all times when the said coal, &c. shall be so weighed as aforesaid. AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will upon the last Saturday in each and every month during the continuance of this demise, if thereunto required by the said (*lessor*) his heirs or assigns (1), deliver unto him or them, or his or their agents to be appointed for that purpose, a full and true account in writing of the weights of all such coal, &c. as he the said (*lessee*) his executors, administrators, or assigns, shall get and raise out of the said lands and mines so demised as aforesaid, whether weighed and brought to the said furnaces and works, or sold or disposed of as aforesaid, and also the measure of all such coke as shall be made on the said premises as aforesaid. PROVIDED ALSO, and it is hereby declared and agreed by and between the said parties to these presents, that the several royalties and payments for coal and mines at the days and times and in manner aforesaid, shall from time to time be made in such good tradesmen's bills upon London, to

LEASES.Coal Pits, &c.

Lessee to deliver, if required monthly, an account of the produce.

Proviso that royalties, &c. shall be paid with good tradesmen's bills on London.

(1) If it be an underlease, say,

Underlease.

"By the said (*lessor*) his executors, administrators, or assigns, or the said (*original lessor*) his heirs or assigns, deliver," &c. (*as above*).

LEASES.Coal Pits, &c.

Lessor may
affix notice of
the premises
being to be
letten.

And show them
to persons.

be indorsed by the said (*lessee*) his executors, administrators, or assigns, as are usually received and paid by colliers, or others of like employment or occupation, at settling their quarterly accounts, so as none of such bills shall have more than two months to run at the times of giving the same. AND, &c. (1). AND moreover, the said (*lessee*) doth hereby grant, declare, and agree, with and to the said (*lessor*) his heirs and assigns, that it shall be lawful for him and them, or his or their servants or agents, at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the same will be to be letten at the expiration of the said term; and also at any convenient time in the day time to enter into and upon the said demised premises, or any part thereof, to show the same to any person or persons who shall express a

Assignment.

(1) If the lessee is not to assign without licence, see covenant of restriction, *ante*, p. 104, adding (if so agreed)

Lessee may
take partners.

“ PROVIDED always nevertheless, that he the said (*lessee*) his executors, administrators, or assigns, shall or lawfully may at any time, and from time to time during this demise, take any one or more partner or partners in the carrying on and working the said mines, &c. and in the management thereof, so that the same be determinable and void on his or their decease, and do not continue or extend to his or their representatives.”

desire to become a tenant or tenants, or take a demise or lease thereof. AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the end and expiration, or other sooner determination of the said term hereby demised, leave, yield, and surrender up to the said (*lessor*) his heirs or assigns, all and singular the said lands and ground hereby demised, with the works, levels, drains, soughs, water-courses, shafts, air, and other pits, wind, waggon, and other ways therein or thereupon being, appertaining, or belonging, which shall be necessary or otherwise useful for the further carrying on and continuing the working of the said mines and veins then working, in good and sufficient repair, state, and condition in all things. AND it is hereby further agreed and declared, by and between the said parties hereto, that the present stock of tools, iron-work, castings, and all other materials now in and upon the said demised premises, and which are contained and set forth in the schedule or inventory hereunto annexed, with the value thereof affixed to the same, shall during the said term of _____ years hereby granted, (should this present demise so long continue) be used and employed upon the said premises by him the said (*lessee*) his executors, administrators, or assigns, he and they leaving the same at the end or other sooner determination of this demise, in as good plight and condition and of as much value as the same now are, reasonable use and wear thereof only excepted) or paying for the

LEASES.Coal Pits, &c.

Lessee will quit
at the expira-
tion of the term.

Lessee to have
the use of tools,
&c. during the
term.

LEASES.

Coal Pits, &c.

Lessor to have the option of purchasing the tools, &c. of the lessee at the expiration of this demise.

If lessor refuse, lessee to take them.

Covenant by lessor that he has right to grant, &c.

same according at a new valuation to be made thereof in the manner hereinafter mentioned, at the option of the said (*lessor*) his heirs or assigns. AND it is further agreed, that the said (*lessor*) his heirs or assigns, shall have the option and privilege of becoming the purchaser or purchasers of the stock of tools, castings, and materials which shall belong to him the said (*lessee*) his executors or administrators, and which shall remain upon the said premises at the expiration of the said term, at a fair valuation to be ascertained by two indifferent persons, one to be chosen by the said (*lessor*) his heirs or assigns, and the other by the said (*lessee*) his executors, or administrators, or by an umpire to be appointed by such two persons previously to their going upon such valuation, or in case the said (*lessor*) his heirs, or assigns, shall not choose to take the same, he the said (*lessee*) his executors, administrators, and assigns, shall and may take and carry away the same at his and their pleasure (1). AND the said

Lessor may become partner.

(1) It frequently happens that there are several lessees or adventurers in the produce of a mine, &c. in which case it is not uncommon for the lessor to reserve an option of becoming one, which may be thus :

“ PROVIDED further, and it is hereby declared and agreed by and between the said (*lessor*) and (*lessee*) that if at any time hereafter during the said term of years hereby demised, the said (*lessor*) his heirs, or assigns, shall be minded or desirous to become a partner or adventurer in the said mines or pits for one part of the produce there-

(*lessor*) for himself, his heirs, and assigns, doth covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, by these presents in manner following (that is to say) that he the said (*lessor*) at the time of the sealing and delivery hereof, hath full, lawful, and sufficient power and authority to grant and demise the piece or parcel of land, pits, mines, and premises hereby demised or leased, or mentioned or intended so to be, at, for, and upon the rent, term, and conditions hereinbefore contained respecting the same, and accord-

LEASES.

Coal Pits, &c.

of, over and above the one-fifth dish or fifth part thereof hereinbefore reserved, and of such his mind or desire shall give six calendar months notice in writing, under his or their hand or hands, to the said (*lessee*) his executors, administrators, or assigns, or any or either of his or their clerks, agents, or overseers of or belonging to the said works for the time being, then and in such case from and immediately after the expiration of the said term of six calendar months, he the said (*lessor*) his heirs, or assigns, shall be admitted, and be and become a partner or adventurer, or partners or adventurers in the said mines or pits, for such one full part of the same for the then residue of the said term, and shall come in and be admitted on a clear floor, he and they paying unto the said (*lessee*) his executors, administrators, or assigns, the full and just sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, as or for a consideration of such part, share, or admission thereof, and therein, and paying, defraying, and bearing one like part of the charges and expenses in all things of working and carrying on the same."

LEASES.

Coal Pits, &c.

If lessee fail in the covenants, &c. this demise to be void.

ing to the true intent and meaning of these presents. PROVIDED ALWAYS, and it is hereby expressly declared and agreed by and between the said parties to these presents, and it is the true intent and meaning of them and of these presents, that if the said yearly rent or sum of £ first hereinbefore reserved or made payable or any part thereof shall be behind and unpaid (1) by the space of days next after any or either of the said days or times of payment whereon the same ought, or is required to be paid as aforesaid, and the same shall be demanded at the expiration of the said twenty days, or at any time thereafter, and shall not then be paid, [and no sufficient distress can or may be found, or legally taken in or upon the said premises or any part thereof,] or if the said (*lessee*) his executors, administrators, or assigns, do not well and truly pay or render, or cause to be paid or rendered, unto the said (*lessor*) his heirs, or assigns, all and every the said several and respective

Mines, &c.

(1) If the lease be of mines or ore, &c. say,

“ If the said (*lessee*) his executors, administrators, or assigns, shall refuse or neglect to render and deliver or cause to be rendered or delivered unto the said (*lessor*) his heirs or assigns, every fifth dish, or one full fifth part of all and singular the said ore, metal, or mineral, so hereinbefore reserved as aforesaid, according to the true intent and meaning of these presents, within the space of thirty days next after the same ought to be rendered or delivered as aforesaid, then,” &c. (*as in the text*).

rents, reservations, and royalties hereby reserved or made payable at the time and in manner hereinbefore named or appointed for payment thereof respectively, or shall omit, or fail to keep such books of account, or to verify the same upon oath, or to deliver such abstract thereof, or to permit or suffer such copies of, or extracts to be taken from the same as aforesaid, or refuse or neglect to make and pay upon demand unto the several tenants or occupiers for the time being of the said lands such satisfaction for trespass and damages as aforesaid, or shall neglect or omit to work, and make such trials for coals as aforesaid, or to raise all the coal which shall be found in the said works fairly before him and them, as hereinbefore mentioned, or to keep in constant employ in the said works, such number of labouring colliers as aforesaid, or do not, in manner aforesaid, make and drive such level and prop, and secure the same, and also the useful pits and shafts, and fill up those that shall become useless or not worth working in, or do not put, keep, and maintain in good and substantial condition and repair, all the houses, store-houses, bung-steads, smithies, forges, mills, engines, hovels, and other buildings and machines, pits, shafts, levels, soughs, and trenches, which are or shall be built, erected, set up, dug, sunk, drove, or made in or upon the said premises, or any part thereof, as aforesaid, except such only as are or shall become useless; or if the said (*lessee*) his executors, ad-

LEASES.

Coal Pits, &c.

LEASES.Coal Pits, &c.

ministrators, or assigns, do not get and raise (1), (or in lieu thereof pay for) the quantity of tons of coals out of the said mines hereby demised (if there to be found) in each and every week during the continuance of this demise (2);

Mines, &c.

(1) If the lease be of mines or ore, &c. the proviso may be,

“ That if the said (*lessor*) his executors, administrators, or assigns, shall at any time during the said term, neglect or omit to carry on or work the said mines with a competent and sufficient number of workmen for carrying on and working the same, and according to the usual and best manner of carrying on and working mines of a similar kind with the most effect for the space of days together or in succession, or for the space of days in the whole in any one quarter or period of three calendar months, in any one year of the said term, (unavoidable accidents or causes only excepted).”

Mines, &c.

(2) If the lease be of mines or ore, add,

“ Or shall refuse or neglect to weigh up or cause to be weighed up, all such lead, &c. and other ores as shall be gotten from out of the said premises as aforesaid, and that well and sufficiently dressed, washed, and made fit for smelting, within the said space of next after the same shall be obtained, or to give such notice of the time and place of weighing the same, as is hereinbefore required.”

Ironstone.

If there be ironstone in the mines, add,

“ Or if the said (*lessee*) his executors, administrators, or assigns, do not get and raise (or in lieu thereof pay for) the quantity of blooms of ironstone out of the said mines hereby demised, if there to be found as before expressed, in each and every quarter of a year during the continuance of this demise, from and after the coal shall be cleared as aforesaid; Or shall make default of or in payment of the said annual

OR if the said (*lessee*) his executors, or administrators, shall let, set, or assign, give, grant, or dispose of or otherwise part with the possession of the said hereby demised premises, or any part thereof, to any person or persons whomsoever, for all or any part of the said term, (except only as hereinbefore is excepted) without the licence and consent of the said (*lessor*) his heirs, or assigns, in writing for that purpose first had and obtained, or shall neglect to keep the furnaces, forges, fire engines, mills, and such other buildings as may be judged necessary for the proper occupation or working of the said lands and mines hereby demised, in, by, and with all necessary and needful reparations and amendments, OR shall hinder or obstruct the said (*lessor*) his heirs, or assigns, or his, their, or any of their stewards, agents, surveyors, servants, or workmen, from entering into or upon the said land, ground, pits, mines, or premises, or any part thereof, for the purpose of delving, viewing, examining, or seeing the same, OR shall suffer the said hereby demised premises, or any part thereof, to be extended or taken in execution for any debt, cause, or thing whatsoever, OR if the said (*lessee*) his executors, or administrators, shall commit any act of bankruptcy

LEASES.

Coal Pits, &c.

rent or sum of £ , or such increased royalty as aforesaid, to the said (*lessor*) his heirs, or assigns, pursuant to the covenant of the said (*lessee*) in that behalf contained, the same being lawfully demanded."

LEASES.Coal Pits, &c.

within the meaning of any statute or statutes made, or to be made in relation to bankrupts, whereon a commission shall issue, and he or they shall be found and declared to be a bankrupt or bankrupts, and such commission shall not afterwards be vacated, abandoned, or superseded without delay, then and in any or either of the said cases it shall be lawful for the said (*lessor*) his heirs, or assigns, to enter into and upon the said lands, mines, and other the premises hereby demised, or intended so to be, or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess, and re-enjoy, as of his or their former estate, right, and interest, any thing herein contained to the contrary thereof, in any wise notwithstanding, and then also and in any or either of the said cases, it shall be lawful for the said (*lessor*) his heirs, and assigns, and his or their agents, to enter into and upon all or any part of the said mines and premises, and there to seize, have, and take possession of all or any of the engines, whimsies, gins, bands, ropes, tackle, utensils, rail-ways, goods, chattels, and effects, used and employed in carrying on the said intended works, or which shall then and there be found on the said premises, and to stop and hinder the said (*lessee*) his executors, administrators, and assigns, and his and their servants, agents, miners, and workmen from working and carrying on the said mines and works, and to put out and remove him and them from the possession thereof, and to sell and dispose of the said goods, chattels,

effects and premises, in and towards the payment and satisfaction of the said respective mines and other rents, royalties, or payments, so in arrear. AND also for him the said (*lessor*) his heirs, and assigns, and his and their servants, agents, and workmen, from thenceforth to work and carry on the said mines and works, to and for his own use and benefit, in case he or they shall think fit so to do, and then and from thenceforth, this present indenture and the term and estate hereby granted, and every clause, matter, and thing herein contained, shall cease, determine, and be void, (save and except so far only as shall relate to this present proviso or agreement), and to the recovery of any of the rents, royalties, and payments hereby reserved or made payable, which shall be then in arrear, or the obtaining satisfaction for any breach or breaches of any covenants and agreements herein contained, and which shall have then happened or taken place, any thing hereinbefore contained to the contrary in any wise notwithstanding (1). AND the said (*lessor*) doth hereby for

LEASES.

Coal Pits, &c.

Covenant by lessor for quiet enjoyment.

(1) If the mines produce ironstone, add,

Ironstone.

“ PROVIDED ALSO, and it is hereby expressly stipulated, declared and agreed, by and between the parties hereto, and the said (*lessee*) doth hereby further covenant, promise, and agree that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time or times during the continuance of this demise, nor shall any thing herein con-

Proviso that lessee shall not get any ironstone where the thick coal shall remain ungot.

LEASES.Coal Pits, &c.

himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said (*lessee*) his executors, administrators, and assigns, in manner following, (that is to say) that it shall be lawful for the said (*lessee*) his executors, administrators, and assigns (he and they paying the yearly and other rents, royalties, and payments hereinbefore respectively reserved or made payable at the several days and times hereinbefore appointed or mentioned for payment thereof, and observing, performing, fulfilling, and keeping all and singular the covenants, provisos, conditions, stipulations, and agreements in these presents reserved, mentioned, and contained respectively, which on the tenant's part and behalf, are or ought to be observed, performed, fulfilled, paid, and kept respectively), peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said pieces or parcels of land or ground, mines, and minerals hereby demised, or mentioned or intended so to be, together with the several powers, liberties, privileges, matters, and things hereby respectively granted, or intended so to be, and

tained, in any wise authorize or empower him or them to get any ironstone in or under any of the lands hereinbefore demised, or any part thereof, where the measures or strata of thick coal which lie above the ironstone shall remain ungoten, unless such ironstone can safely be procured without prejudice or detriment to the getting or raising the said measures or strata of thick coal."

the several engines, furnaces, erections, buildings, and works, now or hereafter to be erected, built, or set up on the said lands and premises, for and during the aforesaid term of years, without any let, denial, hindrance, molestation, or interruption of, from, or by, or under him the said (*lessor*) his heirs, or assigns, or any person or persons now or hereafter lawfully and right-fully claiming or possessing any estate, right, title, or interest, by, from, or under him or them, or by, from, or under his or their acts, means, assent, consent, privity, or procurement (1). [PROVIDED also, and the said parties hereto hereby respectively further covenant, agree, and declare unto and with each other, that if it shall happen that the said demised premises, or such new mines and works as shall be discovered and worked by virtue of these presents, shall not yearly and every year during the last years of the

LEASES.

Coal Pits, &c.

(1) If it be an underlease, add, "freed and exonerated," &c. Underlease. as *ante*, p. 133, marg. *.

If the premises are now in the occupancy of a former lessee, there may be here added,

"AND it is hereby further agreed and declared by the said parties hereto, that (*the present tenant*) who now occupies the said lands, grounds, and premises hereby demised, shall upon his quitting the same at next, be allowed the usual and accustomed privileges of a going off tenant according to the agreement under which he now holds the said premises, and the usage and custom of the country in that respect."

Agreement that present tenant shall be allowed the privileges of a going off tenant.

LEASES.Coal Pits, &c.

term hereby granted, produce coal after the rate of tons a week, one week with another, to be ascertained by measure in the manner hereinbefore expressed for the aforesaid rent or royalty, that then and in such case the said (*lessee*) his executors, administrators, or assigns, shall and will on every of the said feast days of and during that part of the said years wherein the said mines, works, and premises shall not produce as hereinbefore is specified, well and truly pay or cause to be paid unto the said (*lessor*) his heirs or assigns, the rent or sum of £ of such lawful and current money as aforesaid, in lieu and stead of the payment hereinbefore reserved, or else shall and will give notice in writing unto the said (*lessor*) his heirs or assigns, that he the said (*lessee*) his executors, administrators, and assigns, will surrender or yield up this present lease, and the premises hereby demised, at the end of twelve calendar months next after such notice, and shall and will accordingly surrender and deliver up the same to be cancelled, and also leave and yield up all such houses, store-houses, bingsteads, smithies, forges, mills, and other erections and buildings which shall be erected and built by virtue of these presents, and remain standing one year next before the time of such notice given, together with all useful pits, shafts, levels, soughs, trenches, and other works therein or belonging thereunto, in good and substantial order, condition, and state of repair, according to the covenant hereinbefore contained, and then and in such case (the said

(*lessee*) his executors, administrators, and assigns, having fully observed and performed all and every the covenants and agreements hereinbefore contained, on his and their part to be observed and performed) these presents, and every clause, article, and thing herein contained, and the term and estate hereby granted, shall at and from and after the end of such twelve calendar months next following such notice, cease, determine, and be utterly void to all intents and purposes whatsoever, any thing hereinbefore contained to the contrary notwithstanding.] PROVIDED always, and it is hereby further agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved (1).

LEASES.

Coal Pits, &c.

Payments made by lessor, or penalties incurred by lessee, to be in nature of rents.

(1) If the lease be determinable on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

If the lease be determinable on notice, see *ante*, p. 111, n. (23), and p. 112, notes.

If the lessor's title to the inheritance has not been investigated, see *ante*, p. 88, n. (44), and p. 111, n. (24).

Lease determinable on death, &c.
Lease determinable on notice.
Lessor's title.

LEASES.*Coal Pitt, &c.*

Disputes to be referred to arbitration.

AND (1) it is hereby lastly mutually and reciprocally covenanted, declared, and agreed by and between the said (*lessor*) for and on behalf of himself, his heirs and assigns, and the (*lessee*) for and on behalf of himself, his executors, administrators, and assigns, that if at any time or times during this demise or lease, or at or after the end or expiration thereof, any variance, controversy, doubt, or question shall arise, happen, grow, or be moved, between the said parties or their respective heirs, executors, administrators, or assigns, relative to or concerning this indenture of lease, or any covenant, clause, word, matter, or thing herein contained or referred to for the construction thereof. AND if such difference shall not be settled by the parties in difference within thirty days next after the difference shall arise, then the matter in dispute shall at or upon the request in writing under the hand of either of the said parties, be submitted and referred to the arbitration and decision of three disinterested persons, to be chosen and appointed as hereinafter mentioned, (that is to say) one thereof by each of the contending parties, and the other by the two persons so to be first chosen, and that whatever award the said three arbitrators, or any two of them, shall make and deliver in writing under their hands and seals within twenty days next after such reference, the same

Underlease.

(1) If it be an underlease, add covenant by lessor to pay and indemnify against the original rent, &c. as *ante*, p. 136, and see variations 138, n. (1), and 140, (A).

shall be binding and conclusive between and upon all the said parties in difference, and shall be performed, observed, and kept by them accordingly, without suit or further controversy; and for enforcing the performance or observance of every such award, it is hereby agreed that the same and the submission thereto herein contained, or which may be entered into in or by any separate instrument, shall from time to time be made a rule in his Majesty's court of King's Bench at Westminster, according to the direction of the statutes made in that behalf. **PROVIDED** also, and it is further agreed, that if any or either of the said parties, his executors or administrators, shall by any writing under his or their hand or hands, request the other party or parties, their or his executors or administrators, to refer the same to arbitration, and to nominate some fit person or persons to be arbitrator or arbitrators, on his or their behalf, and the person or persons to whom such request shall be made, shall for the space of days next thereafter refuse or neglect so to do, then and in such case it shall be lawful for the person or persons chosen arbitrator or arbitrators, by the person or persons making such request as aforesaid, by any writing under his or their hand or respective hands, to choose some person to act as arbitrator for the person or persons so refusing or neglecting, and notice in writing shall be immediately sent to the party or parties so neglecting or refusing; and the persons so chosen arbitrators, as last hereinbefore is mentioned, shall thereupon

LEASES.

Coal Pits, &c.

LEASES.

Coal Pits, &c.

proceed to choose an umpire, and the major part of them shall make an arbitrement or umpirage in the matters so to be referred to them, which arbitrement or umpirage shall to all effects, constructions, and purposes, be as valid, effectual, binding, and conclusive, as if the said person or persons so chosen by the arbitrator or arbitrators, named by the person or persons making such request as aforesaid, had been chosen by the party or parties to whom such request shall have been made. AND further, that it shall be lawful for any of the said parties, his executors or administrators, having made such written request to have the matter or matters in difference decided by arbitration in manner aforesaid, to produce and plead such request in complete bar, discontinuance, or dismissal of any action at law or suit in equity, which shall or may be brought or instituted by any of the parties to whom the same shall have been made, his executors or administrators, and which request being so pleaded or produced, it is hereby agreed shall (so far as the rules of law or equity will premise) operate effectually accordingly. IN WITNESS, &c.

LEASES.Corporation.

No. XXI.

Lease by a Corporate Town (1), or City, to a Lessee for Years, adapted to Corporations in general, and also to the City of London in particular.

Variations where the Lease is granted by a Parish. Also where it is of a Farm, &c. &c. as below (2).

THIS INDENTURE, made the _____ day of _____, [*in the _____ year of the reign, &c.

(1) It has been stated in a former note, see *ante*, p. 65, n. (1), that leases for a term not exceeding three years, for which a rent of two-thirds of the annual value is reserved, are excepted out of the statute of frauds requiring them to be in writing; but this exception must not be considered as extending to such a lease made by a corporate body, as no interest can pass from a corporation but under their seal, which of course induces the necessity of an instrument in writing, see *Rex v. Inhab. Chipping Norton*, 5 East. 239.

But quære, whether leases made by corporate hospitals are within the restraining statutes, and see *Grubbell v. Roper*, 3 Barn. and Ald. 711.

(2) If the lease be of a public house or tavern, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, *ante*, No. XVI.

Public house.

Mill.

Unfinished house.

Building lease.

Country house.

LEASES. and] in the year of our Lord . BETWEEN
 Corporation. the mayor, bailiffs, and burgesses of the town of
 (1), of the one part, and (*the lessee*) of,
 &c. of the other part. WITNESSETH, that
 for and in consideration [as well as of the sur-
 render and extinguishment of a former lease,
 bearing date the day of , which
 was in the year , granted by the said
 mayor, bailiffs, and burgesses, to therein
 described to be of the town and county of
 of the premises hereinafter mentioned, and which
 said lease is now become legally vested in the said
 (*lessee*) as also] of (2) the rents, covenants, pro-
 visoos, and agreements hereinafter reserved and
 contained on the part and behalf of the said
 (*lessee*) his executors, administrators, and assigns,
 to be paid, performed, and kept, THEY the said
 mayor, bailiffs, and burgesses (3), HAVE granted,

Witness,
 that in consi-
 deration of the
 rents and co-
 venants.

The mayor, &c.
 demise.

Copyhold. If the premises be copyhold, *ante*, No. XVII.
 Farm. If of a farm, No. XVIII.
 Tithes. If of a prebend or tithes, *ante*, No. XIX.
 Mines. If of mines or the like, *ante*, No. XX.
 City. (1) If the corporation be a city, (as of London), say,
 "The mayor and commonalty, and citizens of London,"
or as the case may be.

Parish. If the lease be granted by a parish, say,
 "A. B. doctor in divinity, rector of the parish church of
 , and C. D. and E. F. churchwardens of the said
 parish," *or as the case may be.*

Repairs. (2) If the lease be granted in consideration of repairs, see
ante, p. 95, n. (21).
 City. (3) Or if it be the city of London, say,
 "Mayor and commonalty, and citizens," throughout.

demised, and leased, and by these presents DO grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, ALL, &c. and all ways, paths, passages, waters, water-courses, commons, commodities, advantages, easements, and appurtenances whatsoever, to the said piece or parcel of land belonging or in any wise appertaining. TO HAVE AND TO HOLD the said piece or parcel of land, coach-house, stable, and all and singular other the premises hereby granted and demised, or mentioned so to be, with their appurtenances, unto the said (*lessee*) his executors, administrators, and assigns, from the feast of now next ensuing, for and during and unto the full end and term of years, thence next following (1). YIELDING AND PAYING for the same yearly and every year during the said term (2),

LEASES.

Corporation.

The parcels.

To HOLD for the term of years.

Reservation of rent.

And there is sometimes added,

“ And also for and in consideration of the sum of £ of lawful money current in Great Britain paid by the said (*lessee*) to esquire, chamberlain of the city, for the public uses of the said mayor and commonalty, and citizens.”

London, &c.

If by a parish, say,

Parish.

“ They the said parson and churchwardens, (by and with the consent of the parishioners of the said parish, as testified by an order of the vestry thereof, made on the day of).”

(1) If the lease be determinable at any period before the expiration of the term, add,

Lease determinable on notice.

“ Determinable nevertheless as hereinafter mentioned.”

(2) If the rent is to cease in case of the destruction of the premises by fire, add,

Cessation of rent.

“ Except only as hereinafter mentioned.”

LEASES.Corporation.

unto the said mayor, bailiffs, and burgesses, their successors and assigns, at or in the office for receipts and payments to be made to or by the of the said town (1), for the time being, between the hours of and of the clock in the day-time, the yearly rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, on two of the most usual feasts or days of payment of rent in the year, (that is to say) the feast of the , and the feast of the , by even and equal portions, the said payments and each of them to be clear of all and all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, or abatements whatsoever, payable for or in respect of the said premises, or any part thereof, whether already or at any time hereafter to be imposed or chargeable upon the

Pepper-corn rent.

If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or other portion of the term, see *ante*, p. 97, n. (8).

Penal rept.

Sometimes an additional rent is reserved by way of penalty in case of assignment without consent, in which case see *ante*, p. 97, n. (9).

Lessor to insure for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

London, &c.

(1) If by the city of London, say,

“The chamberlain of the said city for the time being.”

Parish.

If by a parish, say,

“The said parson and churchwardens, and their successors, or the senior churchwarden of the said parish for the time being, at the vestry room of the said parish.”

said premises, and whether the same or any of them shall be in the nature of or in addition to those now in being or not, (the land tax and sewers' rate only excepted), and the first quarterly payment thereof to be made on the _____ day of _____ next ensuing the date of these presents, the first payment thereof to commence and be made on the feast day of _____ next ensuing the date hereof (1). AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, with and to the said mayor, bailiffs, and burgesses, their successors and assigns, by these presents, that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the term hereby granted (2), well and truly pay, or cause to be paid unto and for the said mayor, bailiffs, and burgesses, their successors and assigns, the said clear yearly rent of _____, at and upon the days and times, and at and in the place and manner hereinbefore appointed for payment thereof, and according to the true intent and

LEASES.

Corporation.

Covenant by lessee to pay the rent reserved.

(1) There is also, by many corporations reserved (according to the old usage) a capon, or the like, Reservation of capon, &c.

“ And also yielding and paying unto the mayor, &c. of the said _____ of _____ for the time being, one couple of good fat capons, on the feast of St. Thomas the Apostle, yearly, during the term, or _____ in lieu thereof.”

And see other reservations, *ante*, p. 97, n. (9), 98, n. (10), 110, n. (1).

(2) If the rent is to cease in the event of the destruction of the premises by fire, see *ante*, p. 96, n. (11). Cessation of rent.

LEASES: meaning hereof(1). [AND also that he the said
 Corporation. (*lessee*) his executors, administrators, and assigns,
 shall and will from time to time, and at all times,
 And taxes. pay and discharge all and all manner of parlia-
 mentary, parochial, and other taxes, assessments,
 dues, duties, and demands whatsoever, which now
 are or hereafter shall or may be laid or imposed
 on or payable, whether by landlord or tenant, in
 respect of the said premises, or any part thereof,
 during the said term, the land tax and sewers'

Nomine pœnæ. (1) Sometimes a covenant is inserted for the payment of a sum by way of penalty in case default be made in payment of the rent at the time appointed, as,

“ And also if default shall at any time be made in payment of the said yearly rent of £ at or in the place or manner in which the same is hereinbefore reserved, or within calendar months then next after, that then he the said (*lessee*) his executors, administrators, and assigns, shall forfeit and shall actually pay unto the said mayor, bailiffs, and burgesses, their successors or assigns, for every such default the sum of £ of like lawful and current money aforesaid, *nomine pœnæ*; and in that case it shall and may be lawful for the said mayor, bailiffs, and burgesses, their successors and assigns, and they are hereby authorised and empowered by the said (*lessee*) his executors, administrators, and assigns, into the said demised premises, and every part thereof to enter, and the goods and chattels then and there found to distrain for the same, and such distress to keep, until the said money so forfeited, together with the costs and charges attending the distraining for the same shall be fully paid and satisfied; and for the better payment and satisfaction thereof, such goods and chattels to sell and dispose of and deal with according to law, rendering the overplus of the money arising from such sale, (if any) unto the said (*lessee*) his executors, administrators, and assigns.”

rate only excepted]. AND also from time to time bear and pay a due part and proportion of the expense of cleansing, repairing, or renewing the drains, pipes, and watercourses, which do or shall belong to the said demised premises, in common with other messuages or hereditaments near adjoining, without any abatement or allowance in respect thereof. AND LIKEWISE shall and will at his and their own proper costs and charges, maintain and keep all and singular the said demised premises in good and sufficient repair, during the continuance of the said term, and leave and yield up the same at the expiration or other sooner determination thereof, together with all fixtures belonging thereto, unto the said mayor, bailiffs, and burgesses, their successors, or assigns, in such good and sufficient repair and cleanliness, as that nothing can or may be reasonably required to be done by or for a new tenant or occupier of the said premises (1). [AND shall and will in every third year of the said term, at a proper and seasonable time, paint with good and well-mixed oil colour, and in a workmanlike manner, all the outside wood and iron work, belonging to the said demised premises, which usually have been or ought to be

LEASES.

Corporation.

Repair drains.

And to keep the premises in repair, &c.

And paint every three years.

(1) If the lessee is not to rebuild in case of accidental fire, Lessee to rebuild, add,

“ Damage by fire only excepted.”

If the lessor have other houses adjoining, see *ante*, p. 100, Houses adjoining. n. (15).

LEASES.

Corporation.Clause drains,
&c.Covenant to in-
sure.

covered with paint.] AND ALSO shall and will within the last three months of the said term, empty, if requisite, all and every the drains, cess-pools, and privies belonging to the said premises (1). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense insure the said messuage or tenement, erections, buildings, and premises hereby demised, against loss from accidents by fire in the insurance office in London, or in some other good and reputable office, to be approved of by the said mayor, bailiffs, and burgesses, their successors or assigns, in the joint names of the said mayor, bailiffs, and burgesses, their successors or assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same, with all other buildings which may at any time be erected upon the said premises during the said term insured, in or for such sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt

London, &c.

(1) In leases by the city of London there is usually added,

“ And shall and will, at his and their own costs and expenses, set up, or cause to be set up, the arms of the city of London, on some public or visible part of the said messuage or tenement hereby demised (*unless the same be already there*) within calendar months from the date hereof, and continue the same during the said term.”

down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said mayor, bailiffs, and burgesses, their successors or assigns, produce unto him and them a receipt, acquittance, or other voucher for the payment of such insurance for the then current year; and in default thereof that the said mayor, bailiffs, and burgesses, their successors and assigns, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the then next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances, shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his and their own proper monies, and lay out and expend the same in or for such rebuilding, repairing, and

LEASES.

Corporation.

And produce vouchers.

In default lessor may insure.

Insurance money to be expended in rebuilding, &c.

LEASES.

Corporation.

No abatement
of rent on ac-
count of de-
struction by
fire.

Power of entry
to view repairs,
&c.

reinstatement as aforesaid (1). [AND it is further agreed and declared, that no abatement of the rent hereby reserved, or any part thereof, shall be made or required by the said (*lessee*) his executors, administrators, or assigns, for or on account of any such accident or damage by fire as aforesaid, or on account of the said premises being rendered incapable of being occupied by means thereof, or during such rebuilding or reparation of the same, or on any other account whatsoever, but the same shall be payable and paid in like manner as if no such accident or damage had happened, AND further that it shall and may be lawful for the said mayor, bailiffs, and burghesses, their successors and assigns (2), or their surveyors or agents, with or without workmen, or others, to have free liberty of ingress, egress, and regress, into, upon, and from the said demised premises, and every part thereof, at their free wills and pleasures, at all times during the said term, to view, search, and ascertain the state and condition of the reparations thereof; and if any decays or defaults shall be found, he the said

Abatement of
rent.

London.

(1) If the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire, &c. see *ante*, p. 101, n. (16).

(2) If in London,

“The chamberlain and the comptroller of the said city for the time being, or either of them.”

(*lessee*) his executors, administrators, and assigns, shall and will repair and amend the same within three calendar months after notice shall be given to him or them for that purpose (1). AND shall and may have and exercise a like privilege of entry within the last twelve months of the said term, to take a schedule or inventory of all or any fixtures belonging to or being upon the said premises, and also full and free liberty at any time, and from time to time during the last six months of the said term to affix any notice whatever in writing upon any door or other conspicuous part of the said premises, signifying that the said premises are to be letten; and at all convenient times in the day-time, freely and quietly to enter into, upon, and from the said premises to show the same to any person or persons whomsoever. AND further that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will assign, transfer, or make over this present indenture of lease, or the term or residue of the term hereby granted, or in any manner part with the

LEASES.

Corporation.

And to take an inventory of fixtures.

And to affix notice.

Will not assign without licence.

(1) If the lessors are the owners of houses adjoining, add here,

Houses adjoining.

“ And also that they the said mayor, bailiffs, and burgesses, their successors and assigns, and their or any of their surveyors, workmen, or servants, shall and may at any time during the said term, enter and pass into, and upon, and through any part of the premises hereby demised, for the purpose of viewing, repairing, or cleansing any adjoining messuage, tenement, or building to them belonging.”

Entry to repair other houses.

LEASES.**Corporation.**

Such licence
not to extend to
future assignm.

same, or his or their estate or interest therein, of in the premises therein comprised, or any part of the said term or premises, either by sale, demise, underletting, mortgage, or otherwise howsoever, (save only by will or testament as aforesaid) without the special licence and consent of the said mayor, bailiffs, burgesses, or their successors, in writing under their common seal for that purpose obtained (1). AND further that any licence so or otherwise had or given, although generally expressed, shall not extend to give the said (*lessee*) his executors, administrators, or assigns, liberty thereafter to assign or part with his or their estate or interest in the premises or any part thereof at pleasure; but shall be strictly confined and limited to the then present and particular demise, lease, assignment, or parting with the said estate and premises, for or in respect of which such licence was so granted, and not further or otherwise, any rule or construction of law or

London, &c.

(1) If in the city of London,

“Without a licence in writing for that purpose first had and obtained of and from the committee for the time being of the common council of the said city appointed for letting and demising the lands, &c. of the said city, or of and from the chamberlain and comptroller of the chamber of the said city,”

Noxious trades,
&c.

If the lessee is to be forbidden to let to noxious trades, see *ante*, p. 79; not to convert the premises into a shop, *ante*, p. 103; to be permitted or forbidden to make alterations, *ante*, p. 105.

equity to the contrary notwithstanding. AND also (to the intent that the said mayor, bailiffs, and burgesses, may from time to time better know the tenements or occupiers of the premises hereby demised), that all and every the deed and deeds of such assignment or transfer with licence as aforesaid, (except only by will), shall be made, prepared, and engrossed by the _____ of the said city for the time being at the reasonable cost and expense of the said (*lessee*) his executors, administrators, or assigns. AND further that if he the said (*lessee*) his executors, administrators, or assigns, shall at any time or times hereafter assign or transfer the said premises, or any part thereof, without such licence as aforesaid, contrary to the true intent and meaning of these presents, that then and in every such case he the said (*lessee*) his executors, administrators, or assigns shall and will within one calendar month next after every assignment or transfer, pay into the chamber of the said _____ for the use aforesaid £ *nomine pence*, over and above the rent hereby reserved, and which shall then happen to be due and in arrear. AND also that he the said (*lessee*) his executors, administrators, or assigns, or any of them, shall not nor will make, permit, or suffer, or cause or procure to be made, any drain, passage, or conveyance from or out of any house or houses of easements, which now do or at any time hereafter shall or may belong to the premises hereby demised, or any part thereof, into any of the common or public drains, or sewers, of or be-

LEASES.

Corporation.

Assignments,
&c. to be prepared by the
lessor's solicitors.

Penalty on assigning, &c.
without licence.

Not to soil the
drains.

LEASES.**Corporation.**

Quiet enjoyment on payment of rent, &c.

Re-entry on non-payment of rent, &c.

Lease renewable.

longing to the said mayor, bailiffs, and burgesses, and shall not by building or otherwise stop or obstruct any light belonging to any messuage or tenement, whereof any estate or interest in possession or reversion now is in the said mayor, bailiffs, and burgesses, or in trust for them. AND the said mayor, bailiffs, and burgesses, do hereby for themselves, their successors, and assigns, covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, at and under the rents, reservations, provisoes, covenants, and agreements aforesaid, shall and may peaceably and quietly have, hold, use, occupy, possess, and enjoy the said demised premises, and every part thereof, during the said term hereby granted (1). Pro-

(1) If the lease is to be renewable, add,

“ AND further, that the said vicar and churchwardens (or as the case may be), and their successors, vicar, &c. for the time being, shall and will at the costs and charges of the said (*lessee*) his executors, administrators, and assigns, (if thereto requested by him or them, six calendar months next before the expiration of the said term hereby demised) grant another lease of the said premises to the said (*lessee*) his executors, administrators, or assigns, for the further term of _____ years, to commence from the expiration of the term hereby granted thereof at and under the same yearly rent, and containing therein the like covenants and agreements as are in these presents contained he the said (*lessee*) his executors, administrators, or assigns, executing at the same time a counterpart thereof,

LEASES.Corporation.

bailiffs, and burgesses, their successors or assigns, or do or shall, without the like consent in writing, assign, let, set over, or otherwise part with the same premises, or any part thereof, or his or their estate or interest therein, or shall at any time neglect to make such insurance as aforesaid, or neglect or fail in or be guilty of any breach, non-performance, or non-observance of any other the covenants, clauses, provisos, or agreements in these presents contained, which on his and their parts are to be observed and kept (1), [or shall neglect or make default in payment of the fine for renewal] (2), then and thenceforth, in either

their successors for the time being, on their granting every such renewed or further lease of the said premises as aforesaid, and also at every such time or times of executing a counterpart or counterparts thereof (a)."

Bankruptcy.

(1) If the lease is to determine on the bankruptcy, &c. of the lessee, see *ante*, p. 109, n. (22).

Lease determinable on notice.

If the lease be determinable on notice, see *ante*, p. 111, n. (23), and p. 112, notes.

Lessor's title.

If the lessor's title to the inheritance has not been investigated, see *ante*, p. 88, n. (44), and p. 111, n. (24).

Fine.

(2) The right of renewal is not absolutely forfeited by neglect to pay the fines for renewal, even after notice from the lessor, but is dependent upon circumstances. *Butler v. Mulvihill*, 1 Bligh. 137.

Lease.

(a) As the acceptance of a renewed lease, or the surrender or expiration of the old one, is the acquirement of a new interest by the lessee, it will not pass by a will made previously to the new lease, *Norris v. Le Neve*, 3 Atk. 26. *Randall v. Russell*, 3 Mer. 196; hence it behoves the lessee's solicitor to apprise him of this, that he may alter any such will should he judge fit.

of the said cases, it shall be lawful for the said mayor, bailiffs, and burgesses, their successors, or assigns, into the said demised premises to enter and have again as of their former estate, and as if these presents had not been made or granted. IN WITNESS whereof the said mayor, bailiffs, and burgesses (2), have to one part of this indenture, intended to be delivered to, and retained by the said (*lessee*), put their common seal (2), and to the other part thereof, intended to remain with the said mayor, bailiffs, and burgesses, the said (*lessee*) hath set his hand and seal, the day and year first above written.

LEASES.

Corporation.

Testatum.

(1) Or,

Parish.

“ The said parson and churchwardens have set their respective hands and seals,” &c.

(2) A lease by a body corporate must be under their common seal, *Rex v. Inhab. Chipping Norton*, 5 East Rep. 239.

Common seal.

LEASES.

College Lease.

No. XXII.

*Lease of a Messuage, &c. by a College in one of the Universities (1).**Variations where the Lease is of a Farm, or other Lands, &c. &c. as below (2).*

THIS INDENTURE, made the day of
[in the year of the reign, &c. and] in

(1) By 13 Eliz. c. 10, sec. 3. leases, &c. by any master and fellows of any college, dean and chapter of any cathedral or collegiate church, master or guardians of any hospital, parson, vicar, or any other having spiritual or ecclesiastical living, or any houses, lands, tithes, tenements, or other hereditaments thereunto belonging, shall be good if they do not exceed the term of twenty-one years, or three lives, from the making, and whereupon the accustomed rent or more shall be yearly reserved; but by sec. 4. it is declared, that this act shall not validate leases for those periods made by any college in either of the universities of Oxon or Cambridge, if contrary to the private statutes of the college.

And by 14 Eliz. c. 11, s. 1, it is provided, that the restrictions in the act of the preceding year, shall not extend to any house, &c. situated in any city, borough town, corporate or market town, unless it be the dwelling-house of the said lessor, &c. or have above ten acres of land belonging to it.

Public house.
Mill
Unfinished
house.

(2) If of a public house or tavern, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

the year of our Lord . BETWEEN the LEASES.
 master and fellows (*or as the case may be*) of the College Lease.
 college of in the university of , of Parties.
 the one part, and (*the lessee*) of, &c. of the Recitals.
 other part. WHEREAS (1) the said (*lessee*) has
 agreed with the said master and fellows for a
 lease of the messuage or tenement, &c. herein-
 after described, for the term of years, from
 the day of at and under the rents
 and covenants hereinafter contained. Now THIS
 INDENTURE WITNESSETH, that in pursuance of the
 said agreement, and for and in consideration (2) of the
 yearly rent hereinafter reserved, and of the
 several covenants and agreements hereinafter con-
 tained, which on the part of the said (*lessee*) his
 executors, administrators, and assigns, are to be
 performed or observed, They the said master and
 fellows HAVE granted, [bargained, sold,] demised,
 and leased, and by these presents Do grant, [bar- Lessor grant,
 gain, sell,] demise, and lease, unto the said (*lessee*) &c.

-
- If it be a building lease, see *ante*, No. XV. Building lease.
 - If of a country house, *ante*, No. XVI. Country house.
 - If the premises be copyhold, *ante*, No. XVII. Copyhold.
 - If of a farm, No. XVIII. Farm.
 - If of a prebend or tithes, *ante*, No. XIX. Tithes.
 - If of mines or the like, *ante*, No. XX. Mines.
 - (1) If the lease be granted in pursuance of a previous written agreement, such agreement may be here recited, as *ante*, p. 95, n. (2). Prior agree-
ment.
 - (2) If the tenant has expended, or has agreed to expend a sum of money in repairing the premises, which is part of the consideration of the demise, see *ante*, p. 95, n. (3), also *ante*, No. XV. Money expend-
ed in repairs.

LEASES.*College Lease.*

Parcels.

To hold to the
lessee for the
term of
years.

At the yearly
rent of £
clear of taxes.

his executors, administrators, and assigns, (such assigns being so to be approved as hereinafter is mentioned), ALL that messuage or tenement, &c. situated, &c. with all and singular the [out-houses, buildings, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights, privileges, easements, advantages, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or with the same now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c. if any)(1).

TO HAVE AND TO HOLD the said messuage or tenement, &c. and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved of as aforesaid), from the day of now last past, for and during the full and complete term of years thence next ensuing (2). YIELDING AND PAYING for the same yearly and every (3) year during the said term

Exception.

Lessor having
houses adjoining.
Lease determinable.

Pepper-corn
rent.

- (1) Add here any exception out of the demise.
If the lessor have other houses adjoining, see *ante*, p. 96, n. (5).
(2) If the lease is to be determinable on notice, add,
“Determinable nevertheless as hereinafter mentioned.”
(3) If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or

(notwithstanding and without any abatement by reason of fire, or other accidents) (1), unto the said master and fellows, and their successors, the rent or sum of £ (2), of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , in every year, free and clear of and from the land and sewers' tax, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable by the landlord or tenant thereof, for or in respect of the said premises or any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not; the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND also yielding and rendering yearly and every year

LEASES.

College Lease.

Reservation of corn.

other portion of the term, see *ante*, p. 97, n. (8), and *ante*, No. XV.

(1) If the rent is to cease in case of the destruction of the premises by fire, add, Cessation of rent.

“ Except as hereinafter is mentioned.”

(2) The collegiate statutes must be observed in the rent, Statutes. term of years, &c. relative to leases granted by the college; and see 13 Eliz. c. 10. and 2 Elem. Conv. 2d edit. p. 325, and *ante*, p. 350, n. (1).

LEASES.

College Lease.

during the said term unto the said master and fellows quarters (1) of the best wheat, and of the best malt, &c. (2), or so much and such sum or sums of money of English value and currency, at the election of the said (*lessee*) his executors, administrators, and assigns, as the best wheat and respectively shall be sold at or for, on the next market day at Cambridge afore-said, before the said rent of hereby reserved shall become due, the same to be yielded and rendered at such times and place, and in such quarterly proportions as the said rent is hereby reserved or made payable (3). AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said master and fellows, and their successors and assigns, in the manner following, (that is to say) that he the said (*lessee*)

Covenant by lessee to pay the rent reserved.

(1) These quarters mean legal quarters, reckoning the bushel at eight gallons, although leases, before the statute 22 and 23 Car. II. c. 12, contained a similar reddendum, and although the tenants, till lately, paid by composition, reckoning the bushel at nine gallons. *Master of St. Cross v. Lord Howard de Walden*, 6 Durnf. and E. 338.

Reservation.

(2) By 18 Eliz. c. 6, it is enacted, that in leases granted by the colleges of either of our two universities of any farm or lands, one third part at least of the whole yearly sum shall be reserved in corn, (wheat at 6s. 8d. the quarter, and malt at 5s. the quarter or under) or after the rate of the best wheat and malt in the markets, at the election of the lessees; see the act, and 2 Elem. Conv. 2d Ed. p. 327.

Penal rent.

(3) See other reservations by way of penalty, *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted (1), well and truly pay or cause to be paid unto the said master and fellows, their successors and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, and also yield and render, or cause to be yielded and rendered the said bushels of best wheat and respectively, upon the several days, and in the manner hereinbefore mentioned or appointed for that purpose, and according to the true intent and meaning of these presents. AND also well and truly pay and satisfy the land tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said master and fellows, or their successors or assigns, in respect thereof, and whether any such future taxes, rates, duties, or assess-

LEASES.

College Lease.

And taxes.

(1) If the rent is to cease in the event of the destruction of the premises by fire, add, Cessation of rent.

“ Except as hereinafter mentioned.”

LEASES.College Lease.And produce
vouchers.Insurance money
to be expended in re-
pairing, &c.

together with all other messuages or buildings which may be erected upon the ground or site thereof, during the said term, in the said sum of £ or such other sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said master and fellows, their successors or assigns, produce unto him and them a receipt, acquittance, or other voucher for the payment of such insurance for the then current year, and in default thereof that the said master and fellows, their successors and assigns, shall or may insure the said premises in or for such sum as last aforesaid, and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial man-

ner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid. AND also that it shall be lawful for the said master and fellows, their successors or assigns, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also, at the same or any other time or times during the said term, in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated

LEASES.

College Lease.Power of entry
to view repairs.And to take an
inventory of
fixtures.Repairs to be
done on notice.

LEASES. and replaced (1). AND further, that they the said master and fellows, their successors or assigns, or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof) show the said demised premises, or part thereof, and go over the same, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, and to view or see the same (2). (3) [AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, without the express consent in writing under the

College Lease.

Lessors may affix notices at the end of the term.

And to show them to persons.

Not to convert premises into a shop.

-
- Lessor to repair.** (1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21), and 108, notes.
- Houses adjoining.** (2) If the landlord have other houses adjoining, see *ante*, p. 104, n. (17), and p. 106, n. (19).
- Alterations.** If the lessee is to be permitted or forbidden to make any alterations in the premises, see *ante*, p. 105, n. (19).
- Lessee in trade.** (3) If the lessee be in trade, omit this covenant, and add as *ante*, p. 79, and see *ante*, p. 107, n. (20).

common seal of the said master and fellows, their successors or assigns, first had and obtained for that purpose, convert the said messuage, tenement, or dwelling-house, or other the premises hereby demised, or any part thereof, into a shop, warehouse, shed, or place of sale for goods or merchandize of any kind whatsoever. AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without the licence and consent of the said master and fellows, or their successors, in writing, under their common seal, first had and obtained for that purpose, and which said licence shall not extend or be deemed or construed to extend (unless the same be generally and unrestrictively given) to any future assignee, or be considered as a waiver of the present covenant for restraining the assignment or underletting of the present lease, or the term or interest which shall be then to come therein, or any part thereof, but shall from time to time, and when

LEASES.

College Lease.

Lessee not to
assign without
licence.

LEASES.

College Lease.

Lessee will quit
at the end of
the term.

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

the same shall be given, be limited and restricted to the terms, and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding. AND moreover that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said master and fellows, their successors or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises, hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed (1), and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). AND the said master and fellows, for themselves and their successors, do hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several

Schedule.

(1) See the form of a schedule of fixtures, *ante*, p. 93, 110.

covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall or lawfully may peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, with their appurtenances for and during the full and complete term of _____ years hereby granted thereof (1), without any lawful denial, hindrance, molestation, or interruption whatsoever, and that they the said master and fellows, their successors and assigns, shall and will at all times hereafter, upon the reasonable request of the said (*lessee*) his executors, administrators, or assigns, do all such further acts and things as any counsel in the law, of the degree of a barrister, shall deem requisite for insuring such quiet enjoyment as aforesaid. PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ _____, or reservation of wheat and _____ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of _____ days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied), or if the said (*lessee*) his executors, administrators,

LEASES.

College Lease.

Power of re-entry on non-payment of rent, &c.

(1) If the lease is to be determinable upon notice, see *ante*, Lease determinable. p. 111, n. (23), and p. 112, notes.

LEASES.College Lease.

Entry not to
prejudice
lessor's right
of action, &c.

or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are required to be performed or observed(1), then and from thenceforth the covenants for quiet enjoyment and further assurance hereinbefore contained shall wholly cease and be void, and the said master and fellows, and their successors and assigns, shall or lawfully may, immediately upon or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same, as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said

Bankruptcy
of lessee.

(1) If the lease is to be vacated by the death or the bankruptcy of the lessee, see *ante*, p. 109, n. (22).

(*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. PROVIDED ALWAYS, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved (1). IN WITNESS whereof

LEASERS.

College Lease.

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

(1) If it be agreed that a part of the land shall be resigned on notice from the lessors for the purpose of being built upon, add,

Part of the pre-
mises to be re-
signed on no-
tice.

“ PROVIDED further, and it is hereby moreover agreed by and between the parties hereto, and the said (*lessee*) doth hereby, for himself, his executors, administrators, and assigns, covenant, promise, and declare, to and with the said master and fellows, and their successors, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at any time or times during the said term of years hereby granted, on receiving six calendar months’

LEASES.College Lease.

to one part of this indenture the said master and fellows have put their common seal, and to the other part thereof the said (*lessee*) hath set his hand and seal, the day and year first above written, &c.

notice in writing from the said master and fellows, or their successors, under their common seal for this purpose, resign and yield up to them, at any quarter-day next after such notice, any part or parts of the said demised premises, not exceeding acres in the whole, for the purpose of being planted with oak or other trees, or for any other purpose the said master and fellows, or their successors, shall think proper, they the said master and fellows yearly and every year during the then residue of the said term hereby granted, deducting and abating out of the said original rent hereinbefore reserved, at and after the rate of £ for each acre, by equal quarterly abatements, for so many acres of the said premises as shall be so resigned and yielded up as aforesaid."

That a covenant of this kind is good, see *Gough v. Worcester Canal Comp.* 6 Ves. jun. 354; and see *Russell v. Coggins*, 8 *id.* 34; *Right dem. Dr. H. Wells v. Bawden*, 3 East, 260.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

No. XXIII.

*Lease for Years by Tenant in Tail, or Tenant for
Life at Common Law (1).*

*Variations where the Lessor is Tenant pur autre vie.
Where the Reversioner joins, &c. as below (2).*

THIS INDENTURE, made the _____ day of _____

(1) By the common law, that is, before the stat. of 32 Hen. VIII. c. 28. (and notwithstanding the statute de donis), leases made by tenants in tail, or tenants for life, were determinable at the death of the lessor, unless confirmed by the issue in tail or reversioner; see Cooper, 47. 2 Elem. Conv. 2 Ed. 159, 314, 317. And with respect to tenants for life, under a deed or will, without power of leasing, it is still the same; and it has in many cases been considered, under particular circumstances, more for the interest as well of the lessee as of the lessor, to disregard the requisites of the statute, by making a lease at common law for a longer term, &c. than allowed by the statute, and taking collateral security for any loss which the lessee may sustain by its earlier termination; hence a form of such lease is here given.

(2) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94.

If of a public house or tavern, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

Notes, &c.

Public house.

Mill.

Unfinished

house.

Building lease.

of the said agreement, and for and in consideration (1) of the yearly rent hereinafter reserved, and of the several covenants and agreements hereinafter contained, which on the part of the said (*lessee*) his executors, administrators, and assigns are to be paid, performed, or observed, HE the said (*lessor*) HATH granted (2), demised, and leased, and by these presents DOth grant, demise, and lease, unto the said (*lessee*) his executors, administrators, and assigns, [such assigns being so to be approved as hereinafter is mentioned], ALL that messuage or tenement and dwelling-house situated at _____ in the county of _____, and usually called or known by the name of _____ House, with the yard, garden, paddock (3), stables, buildings, outhouses, and appurtenances thereunto belonging: And also all those several fields, closes, and parcels of land, part arable or part meadow and pasture land, adjoining thereto, containing in the whole _____ acres or thereabouts, and abutting and bounden as follows, (that is to say) one field or close called

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

*Lessor grants,
&c.*

Parcels.

(1) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, p. 95, n. (3), also *ante*, No. XV. Money expended in repairs.

(2) If the reversioner join in the lease, make him demise jointly with the tenant in tail, or for life, as, Reversioner joining.

“ They the said (*tenant and reversioner*) have and each of them hath granted,” &c.

(3) If the lease be of a dwelling-house alone, see *ante*, Nos. VIII. and IX. Dwelling-house.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

To hold to the
lessee for the
term of
years.

, abutting east, on, &c. &c. Together with all ways, commons, waters, profits, advantages, easements, privileges, and appurtenances whatsoever, to the said messuage or tenement, dwelling-house, land, and premises belonging, or in any wise appertaining, or usually holden, used, or enjoyed therewith, except, &c. (1). To HAVE AND TO HOLD the said messuage or tenement, and dwelling-house, piece or parcel of ground, and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved as aforesaid) from the day of now last past, for and during the full and complete term of years, if he the said (*lessor*) (*or other person on whose death the estate of the lessor will cease*), shall so long live, thence next ensuing (2);

Exception.

(1) Insert here any exception there may be out of the demise; and if reversioner join, let the exception be,

“Unto the said (*lessor*) and his assigns, during such part of the term hereby demised as he shall happen to live, and from and after his decease, unto the said (*reversioner*) his heirs and assigns.”

Houses adjoining.

If the lessor have other houses adjoining, see *ante*, p. 96, n. (5).

Lease determinable.

(2) If the lease is to be determinable on notice, add,

“Determinable nevertheless as hereinafter mentioned.”

Reversioner.

If the reversioner join, say,

“YIELDING AND PAYING, &c. during so many years of

YIELDING AND PAYING for the same yearly and every (1) year, during the said term, or other continuance of this demise, (notwithstanding and without abatement or suspension by reason of fire or other accident) unto the said (*lessor*) and his assigns (2), the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land and sewers' tax, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon, or payable by the landlord or tenant thereof, for or in respect

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

At the yearly
rent of £

the said term of years, as the said (*tenant for life*) shall live, unto him the said (*tenant for life*) and his assigns, the rent or sum of £ of, &c. and YIELDING AND PAYING unto the said (*reversioner*) his heirs and assigns, from and after the decease of the said (*tenant for life*) for and during the then residue of the said term the same sum of £ of like lawful and current money, at and upon the same days or times in every year."

(1) If the tenant, in consideration of his finishing the mes- Pepper-corn
suage, &c. is to have the premises rent free for the first year, or rent.
other portion of the term, add as in p. 97, n. (8). And see *ante*,
No. XV.

(2) If the lessor be tenant for the life of another, the reserva- Autre vic,
tion may be made to the "heirs and assigns," or the "ex-
ecutors, administrators, and assigns," of the lessor. 2 Elem.
Conv. 2d Ed. p. 155.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

Covenant by
lessee to pay
the rent re-
served.

of the said premises, or any part thereof, and whether any such future taxes, rates, or assessments shall be in the nature of those now in being or not; the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents (1). AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) and his assigns (2), in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted (3), well and truly pay or cause to be paid unto the said (*lessor*) and his assigns, the said yearly rent or sum of £ , of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned

Penal rent.

(1) Other rents are sometimes reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), and p. 110, n. (1).

Lessor to insure for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

Ante vic.

(2) If the lessor be tenant for the life of another, this and the subsequent covenants may be with the "heirs and assigns," or the "executors, administrators, and assigns," of the lessor.

Reversioner.

If the reversioner join in the lease, make the covenant with "the tenant for life and his assigns," and with "the said reversioner, his heirs, and assigns."

Cessation of rent.

(3) If the rent is to cease in the event of the destruction of the premises by fire, add,

"Except as hereinafter mentioned."

or appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and truly pay and satisfy the land-tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) or his assigns, in respect thereof, and whether any such future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not, (the property-tax aforesaid only excepted). AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised (1), well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper ex-

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

And taxes.

Covenant by
lessee to repair.

(1) If the lessee is not to rebuild in case of accidental fire, add, Lessee not to rebuild.

“ Damage by fire only excepted.”

If the lessor have other houses adjoining, see *ante*, p. 100, n. Houses adjoining.
(15),

If the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire, &c. Landlord to repair.
see *ante*, p. 101, n. (16).

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

pense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures as] all and singular [other] the inner parts of the premises hereby demised; and also all and singular the outside brick-work, plastering, slating, tiling, railing, pavement, and other outer part of the same messuage or dwelling-house, buildings and premises, and also all brick and other walls, hedges, ditches, gates, rails, fences, and inclosures to the said ground and premises belonging: **TOGETHER** also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. **AND** moreover, shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term. **AND** further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said

And paint, &c.
twice within
the term.

Covenant by
lessee to insure
against fire.

term hereby demised, at his and their own ex-
 pense, insure the said messuage or tenement,
 erections, buildings, and premises hereby demised,
 against loss from accidents by fire in the

LEASES.

*Tenant in Tail,
 or for Life at
 Common Law.*

insurance office in London, or in some other good
 and reputable office, to be approved of by the said
 (*lessor*) or his assigns, in the joint names of the
 said (*lessor*) or his assigns, and of the said (*lessee*)
 his executors, administrators, or assigns, in the
 full sum of £ at the least, and continue

the same together with all other messuages or
 buildings, which may from time to time be erected
 upon the said piece or parcel of ground, during
 the said term, in or for such sum as for the time
 being shall be sufficient for rebuilding and re-
 instating the said premises, in case the same shall
 be burnt down, demolished, or damaged by fire.

AND shall and will from time to time, at the re-
 quest of the said (*lessor*) or his assigns, produce
 unto him and them a receipt, acquittance, or
 other voucher for the payment of such insurance
 for the then current year; and in default thereof
 that he the said (*lessor*) or his assigns, shall or
 may insure the said premises in or for such sum
 as last aforesaid; and shall be repaid the cost and
 expense thereof by the said (*lessee*) his executors,
 administrators, and assigns, on the next quarterly
 day for payment of the rent hereby reserved.

And produce
 vouchers.

In default
 lessor may in-
 sure.

AND it is hereby further agreed, that the sum
 which shall be recovered and paid by virtue of
 any such insurance or insurances shall forthwith

Insurance mo-
 ney to be
 expended in
 reinstating the
 premises.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid.

Power of entry
to view repairs,

AND also that it shall be lawful for the said (*lessor*) and his assigns (1), or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term (or oftener if he or they shall see occasion) at reasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for

Reversioner.

(1) If the reversioner join, say,

“ For the said (*tenant for life*) and his assigns, and the said (*reversioner*) his heirs and assigns, or any or either of them.”

the purpose of viewing and examining the state and condition thereof. AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced (1). AND further, that he the said (*lessor*) or his assigns, or his or their servants or agents, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the same will be to be letten at the expiration of the said term; and also at any convenient time in the day-time show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

and to take an
inventory of
fixtures.

Repairs to be
done on notice.

Lessor may
affix notices at
the end of the
term.

(1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21), and p. 108, notes. Lessor to repair.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

Lessee not to
assign without
licence.

or see the same (1). [AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, [or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with, by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators,] (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without the licence and consent of the said (*lessor*) or his assigns, first had and obtained under his or their hand or hands for that purpose; and that such licence shall not extend, or be deemed or construed to extend (unless the same be generally and unrestrictedly given), to any future assignee, or be considered as a waiver of the present covenant for restraining the assignment or underletting of the present lease, or the term or interest which shall be then to come therein, or any part thereof, but shall from time to time, and when the same

Alterations.

(1) If the lessee is to be restrained from making or permitted to make alterations, see *ante*, p. 105, n. (19).

Houses adjoining.

If the landlord have other houses adjoining, see *ante*, p. 104, n. (17), p. 106, n. (19).

Reversioner.

If the reversioner join, add,

“ If then living, and if not, then for the said (*reversioner*) his heirs or assigns.”

shall be given, be limited and restricted to the terms and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding (1).] AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) or his assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects (reasonable use and wear thereof only excepted). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of the said twenty-one

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

Lessee will quit
at the end of
the term.

Power of re-
entry on non-
payment of
rent, &c.

(1) If the lessee be in trade, add a covenant against noxious trades, &c. as *ante*, p. 79, and see p. 107, n. (20); but if no trade is to be exercised upon the premises, see p. 103. Shop.

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

days, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall commit, or cause or suffer to be committed, any manner of waste, spoil, or destruction of, to, or upon the said premises or any part thereof, or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set out, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are necessary to be performed or observed (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void; and the said (*lessor*), or his assigns, shall or lawfully may, immediately upon or at any time after such breach, non-observance or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise

Bankruptcy
of lessee.

(1) If it be intended that the lease shall be vacated by the death or the bankruptcy of the lessee, see *ante*, p. 109, n. (32).

notwithstanding; but which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, administrators, and assigns (1), doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall and lawfully may peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years hereby granted thereof, if the said (*lessor*) or (*other cestui que vie*) shall so

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

Entry not to
prejudice
lessor's right
of action, &c.

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

(1) If the reversioner join, add,

Reversioner.

“ If then living, but if not, then for the said (*reversioner*) his heirs and assigns.”

LEASES.

*Tenant in Tail,
or for Life at
Common Law.*

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

long live, without any lawful denial, hindrance, molestation, or interruption whatsoever (1), [of or by him the said (*lessor*) his heirs or assigns, or any other person or persons now or hereafter lawfully or equitably claiming or having right to claim any estate, right, title, trust, or interest, from, under, or by him, them, any or either of them, or any of the ancestors of the said (*lessor*) or by or with his, their, or any of their means, consent, procurement, or privity]. PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved (2). IN WITNESS, &c.

Lessor's title.

(1) If the lessor's title has not been satisfactorily ascertained, the lines within inverted commas should be omitted, and see *ante*, p. 88, n. (44), p. 111, n. (24).

Lease determinable on notice.

(2) If the lease be determinable on notice, see *ante*, p. 111, n. (23), and p. 112, notes.



LEASES.Tenant in Tail,
under
32 Hen. VIII.

No. XXIV.

*Lease for Years by a Tenant in Tail, under the
Stat. 32 Hen. VIII. (1).**Variations where the Lease is for Life or Lives, &c. &c.
as below (2).*

THIS INDENTURE (S), made the _____ day of _____

(1) In consequence of the stat. *de donis* all leases made by tenants in tail were avoidable by their issue, or those entitled in remainder or reversion; but by the stat. 32 Hen. VIII. c. 28, s. 1, it is enacted that all leases made for a term of years or for life by any person or persons being of full age, having an estate of inheritance in fee simple or fee tail shall be good against the lessors and their heirs, and see Co. Lit. 44 a. but this act, sect. 1, requires, that leases made by tenants in tail to bind their issue be of some "manors, lands, tenements, or other hereditaments, by writing indented under seal, for term of years or for life by persons of the full age of twenty-one years;" and further, that if there be a lease then in being, it shall expire or be surrendered within one year from the making of the new lease—that it be of lands, &c. which have been usually let on lease for the space of twenty years next preceding—that it be made impeachable for waste—that it do not exceed the term of twenty-one years, or three lives from the time of the making—that there be payable yearly, during the term, to the lessors and their heirs, to whom the lands would belong if no lease made, as much rent as has been customarily paid for the same lands, &c. for the last twenty years preceding, in which case the lease will be binding on their issue inheriting the entail. This act, however, extends

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

[*in the year of the reign, &c.
and] in the year of our Lord . BETWEEN

Recitals.

to freehold lands only, and not to copyholds, Dougl. 716. Nor does it in the case of freeholds bind those in remainder or reversion expectant upon the determination of the entail, but only the *issue* of the tenant in tail, Co. Lit. 44, a, 45, b. It is also to be observed, that leases made under this statute are not exempted from the rules of the common law, but must still have the requisites essential to their validity before the act; and leases made under the act (as all leases under powers) must not only strictly conform to the requisitions of the power, Doe dem. E. Jersey v. Smith, 1 Tr. and Br. 97, but must besides contain all such beneficial clauses and reservations as the remainder man is fairly entitled to have—"so that the estate may come to him in as beneficial a manner as ancient owners held it," see Cardigan v. Montague, cited 1 Burr. 122; and the power of leasing given by 10 Geo. III. to heirs in tail, if exercised by those prohibited by the deed of entail must be in conformity to the act, 5 Dow. 293, and see Shep. T. c. 14, 2 Elem. Conv. 2d Edit. p. 315; nor does the 32 Hen. VIII. c. 28, s. 2, giving power to tenants in tail to make leases for three lives, authorise him to make leases for ninety-nine years determinable on three lives, Glanville v. Payne, Barn. Ch. Rep. 182. Atk. 40. 1 Anstr. 77; although leases for years determinable on lives are substantially the same as leases for lives, Freeman v. Boyle, 2 Bridgw. P. C. 69.

Notes, &c.

(2) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94.

Public house.

If of a public house or tavern, No. XII.

Mill.

If of a mill, *ante*, No. XIII.

Unfinished

If of an unfinished house, *ante*, No. XIV.

house.

Building lease.

If it be a building lease, see *ante*, No. XV.

Country house.

If of a country house, *ante*, No. XVI.

Copyhold.

If the premises be copyhold, *ante*, No. XVII.

Farm.

If of a farm, No. XVIII.

Tithes.

If of a prebend or tithes, *ante*, No. XIX.

Mines.

If of mines or the like, *ante*, No. XX.

Life.

If the lease be for life or lives, see *post*, No. XXV.

(*the lessor*) (1) of, &c. of the one part, and
 (*the lessee*) of, &c. of the other part.

LEASES.

 Tenant in Tail,
 under
 32 Hen. VIII.

WHEREAS the said (*lessor*) is seised of the messuages and hereditaments hereinafter described, to him and his heirs in fee-tail. AND WHEREAS (2) the said (*lessee*) hath agreed with the said (*lessor*) for a lease of the said messuages, &c. for the term of _____ years, from the _____ day of _____

under and subject to the rent and covenants hereinafter contained. NOW THIS INDENTURE WITNESSETH, that for and in consideration of the yearly rent hereinafter reserved (3), and of the covenants and agreements hereinafter contained, by and on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid, observed, and performed respectively, HE the said (*lessor*) HATH granted, demised, and leased, and by these presents BOTH grant, demise, and lease, unto the said (*lessee*) his executors, administrators,

WITNESS,
 that in consideration of the rents and covenants.

The lessor demises, &c.

(3) By the act last cited, a lease by tenant in tail must be by *indenture*, and see Co. Lit. 44, a.

If lease be made contrary to the act, it is *voidable* by the issue in tail, (but not *void*) Co. Lit. 45, b.

(* If brevity be particularly desired, the words within brackets may be omitted throughout the precedent. Brevity.

(1) If the lease be granted by a steward, bailiff, or agent of Agent the lessor, see *ante*, p. 94, n. (1).

(2) If the lease be granted in pursuance of a previous written agreement, see *ante*, p. 95, n. (2). Prior agreement.

(3) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, p. 95, n. (3), also *ante*, No. XV. Money expended in repairs.

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Parcels.

To HOLD to
the lessor for
the term of
years.

and assigns, (such assigns being with such licence and consent as is hereafter mentioned), ALL that messuage or tenement (1), &c. together with all and singular the out-houses, buildings, coach-houses, stables, dove-houses, barns, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights and privileges of common of every kind, and all and every other rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or with the same or any of them now or heretofore lawfully holden, used, occupied, or enjoyed, except, &c. (2). To HAVE AND TO HOLD the said messuage or tenement and dwelling-house, and all and singular other the premises hereby demised, or mentioned, or intended so to be, with the several rights and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators,

Parcels.

(1) The premises demised must be of a corporeal nature, to which resort may be had to distrain, or otherwise the heirs or successors would be without remedy for the rent, Co. Lit. 44 b. but see 5 Geo. III. c. 17, as to leases of incorporeal hereditaments to be granted by a bishop or eleemosynary corporation, by which an action of debt is given for the rent, and such as have been usually letten for twenty-one years last past, (which was to restrain the demising of the mansion, hereditaments, and demesnes, and thereby prevent the residence therein of the successors, and see Ba. Ab. Lease E.) and (it should seem) the whole of which have been usually comprised in the same lease. See *ante*, p. 401, n. (1).

Lessor having
houses adjoining.

(2) If the lessor have other houses adjoining, see *ante*, p. 96, n. (5).

or assigns (such assigns being so approved as hereinafter mentioned) from the _____ day of _____ now last past (1), for and during the full and complete term of _____ years, thence next ensuing (2). YIELDING AND PAYING for the same yearly and every year during the said term unto the said (*lessor*) his heirs and assigns (3), or such other person or persons who for the time being shall be entitled to the reversion and inheritance

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

At the yearly
rent of £

(1) The lease must be made to commence either from a day which is past or from the date, and not at a future time. See *ante*, p. 401, n. (1).

(2) The term if for years must not exceed twenty-one years, *Term, ante*, p. 401, n. (1).

This and other leases under the stat. 32 Hen. VIII. must take effect from and previously to the making, and not at any future time, Co. Lit. 44 b. unless there be an old lease in being, in which case such lease must be surrendered or end within a year from the commencement of the new one, *ib.* and this surrender must be absolute and not conditional, see *Wilson v. Carter*, 2 Stra. 1201, but the taking a new lease is a good surrender of the old one under this act, see *Thompson v. Stratford*, Poph. 9.

If the lease be determinable on notice, say,

“Determinable nevertheless as hereinafter mentioned.”

See n. (13).

If it be for a life or lives, see *post*, No. XXV.

(3) The reservation of rent must by the statute be to the *Rent*, lessor, his heirs or successors, and also must be reserved during the term, and therefore the usual exception as against fire would seem to be here inadmissible.

It has been doubted under the act whether a lease may be made of *part* of the lands which have been usually letten, reserving a due proportion of the usual rent; but the better opinion appears to be that he may, and see 4 Cro. 127, but see 35 Geo. III. c. 109, enabling the Bishop of Ely to grant *several* leases of an estate formerly holden under *one* lease, which seems to show that the legislature understood the act as not authorising this,

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

of the said premises, expectant on the determination of the said term, the clear yearly rent or sum of £ (1), of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, to be paid by equal quarterly payments, on the several days following, namely, on the day of , the day of , the day of , and the day of (2), in every year, (notwithstanding and without any suspension or abatement for or by reason of fire or other accident), and that free and clear of and from all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions and abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable by the landlord or tenant thereof, for or in respect of the said premises or any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not; the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next

And it has been held in a late case that if tenant in tail grants a lease of the entailed lands, together with some leaseholds, reserving an entire rent-lease, it is void; *Rees v. Philip*, 1 Wightw. 69.

Rent.

(1) The rent reserved must not be less than that which has been customarily paid within the last twenty years; see *ante*, p. 401, n. (1).

Time of payment.

(2) The days of payment must be the same as those which have been customarily appointed for payment of the rent for the same premises for twenty years past, *ante*, p. 401, n. (1).

ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators doth hereby covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, and with and to all and every such other person or persons as shall for the time being be entitled to the reversion and inheritance of the said premises, or any part thereof, as aforesaid, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay or cause to be paid unto the said (*lessor*) his heirs and assigns, or such other person or persons as aforesaid, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents, [he the said (*lessor*) tendering and delivering to him or them a sufficient receipt in writing for the same.] AND also well and truly pay and satisfy the land and sewers' taxes, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

Covenant by
lessee to pay
the rent re-
served.

And taxes.

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

Covenant by
lessee to repair.

thereof, or on the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, in respect thereof, and whether any such future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not. AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, watercourses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, as also all and singular the outside brickwork, plastering, slating, tiling, railing, and other outer part of the same messuage or dwelling-house, buildings, and premises, together also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND moreover shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises as are

And paint, &c.
twice within
the term.

respectively now painted, papered, and white-washed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term.

AND further that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense, insure the said messuage or tenement, erections, buildings and premises hereby demised, against loss from accidents by fire, in the insurance office in London, or in some other good and reputable office, to be approved of by the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, in the joint names of the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same, together with all other messuages or buildings which may be erected upon the ground or site thereof during the said term, in the said sum of £ , or such other sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said (*lessor*) his heirs or assigns, or such other person or persons as

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

Covenant by
lessee to insure
against fire.

And produce
vouchers.

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

In default lessor
may insure.

Insurance mo-
ney to be ex-
pended in re-
building.

Power of entry
to view repairs.

aforesaid, produce unto him and them a receipt, acquittance, or other voucher for the payment of such insurance for the then current year; and in default thereof that the said (*lessor*) his heirs and assigns, or such other person or persons as aforesaid, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid. AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, and such other person or persons as aforesaid, or his or their sur-

veyor properly authorized, either alone or with workmen or others twice in every year during the said term, (or oftener, if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. [AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that he the said (*lessor*) his heirs or assigns, and such other person or persons as aforesaid, or his or their servant or agent, shall or lawfully may, at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

Lessor may affix
notices at the
end of the term.

LEASES.

*Tenant in Tail,
under
82 Hen. VIII.*

And shew them
to persons.

Lessee not to
permit offensive
trades on the
premises.

upon any conspicuous part of the said demised premises (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof) show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. And further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, [use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or business of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, bagnio-keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid,

first had and obtained for that purpose] (1). AND shall not nor will without such consent as aforesaid, make or suffer at or within the space of three months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuages and premises, or any part thereof (2). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

Nor sales by
auction.Lessee not to
assign without
licence.

(1) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text, say, Private house.

“Nor shall nor will at any time during the said term convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

(2) If the landlord have other houses adjoining, see *ante*, p. 104, n. (17), and p. 106, n. (19). Houses adjoining.

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

*Lessee will quit
at the end of
the term.*

the licence and consent of the said (*lessor*) his heirs and assigns, or such other person or persons as aforesaid, first had and obtained under his or their hand for that purpose; and which said licence shall not extend or be deemed or construed to extend (unless the same be generally and unrestrictively given) to any future assignee, or be considered as a waiver of the present covenant for restraining the assignment or under-letting of the present lease, or the term or interest which shall be then to come therein, or any part thereof, but shall from time to time, and when the same shall be given, be limited and restricted to the terms, and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding. And moreover that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects,

the use and wear thereof only excepted).

LEASES.

ALWAYS, and these presents are upon

*Tenant in Tail,
under
32 Hen. VIII.*

condition nevertheless, that if the

rent of £ hereinbefore reserved,

part thereof, shall be in arrear and unpaid

*Power of re-
entry on non-
payment of
rent, &c.*

the space of days next after any of the
days or times hereinbefore appointed for the pay-
ment thereof, the same being lawfully demanded
upon or at any time after the expiration of twenty-
one days next after the same shall become due,
and shall not then be fully paid up and satisfied,
or if the said (*lessee*) his executors, administrators,
or assigns, do or shall permit or suffer any of the
trades or businesses hereinbefore mentioned to
be carried on upon the said premises, or assign,
set over, let, or part with, or cause, procure, or
occasion to be assigned or otherwise parted with,
the said premises, or any part thereof, or his or
their estate or interest therein, without such li-
cence and consent as hereinbefore is expressed,
and contrary to the true intent and meaning of
these presents, or shall neglect or fail in the per-
formance or observance of any or either of the
covenants and agreements hereinbefore contained,
which by him and them are to be performed or
observed respectively (1), then and from thence-
forth this present demise or lease, and the cove-
nant for quiet enjoyment hereinafter contained,
shall wholly cease and be void, and the said

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22). *Bankruptcy,
&c. of lessee.*

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Entry not to
prejudice
lessor's right
of action, &c.

Covenant for
quiet enjoyment
on payment of
rent, &c.

(*lessor*) his heirs and assigns, or such other person or persons as aforesaid, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof in the name of the whole, and repossess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained, as by him and them are to be performed or observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement,

and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption whatsoever (1), [of or by the said (*lessor*) his heirs or assigns, or any other person or persons, who for the time being shall be entitled to the premises or any part thereof in reversion and expectant as aforesaid, or any other person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or by him, them, any or either of them, or any of the ancestors of the said (*lessor*) or by or with his, their, or any of their acts, means, consent, procurement, or privity (2). PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Payments made
by lessor, or
penalties in-
curred by lessee,
to be in nature
of rents.

(1) If the lessor's title have not been satisfactorily ascertained, Lessor's title. the lines within brackets should be omitted; see *ante*, p. 88, n. (44), and p. 111. n. (24).

(2) If the lease be intended to be determinable on notice, add Lease deter- here a proviso for that purpose, as *ante*, p. 111, n. (23), and p. 112, notes. minable.

LEASES.

Tenant in Tail,
under
32 Hen. VIII.

penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. IN WITNESS, &c.
SEALED, &c. (1).

(1) By the stat. 32 Hen. VIII. a lease by tenant in tail, &c. must be under seal, see *ante*, p. 401, n. (1).

Life.

If the lease be during a life or lives, see *post*, No. XXV. p. 453.

LEASES.

*Bishop or other
Ecclesiastical
Person.*

No. XXV.

*Lease for three Lives by a Bishop or other Eccle-
siastical Person in Right of his Church (1).*

Variations where it is for Years, &c. as below (2).

THIS INDENTURE made the _____ day of
[* _____ in the _____ year of the reign, &c.

(1) By 32 Hen. VIII. c. 28, persons seised of lands, &c. of 32 Hen. VIII. an estate of inheritance, in right of their churches are enabled ^{c. 28.} to grant leases thereof, under the restrictions before mentioned in respect of tenants in tail, which will be binding on their successors. See *ante*, p. 401, n. (1), and *post*, p. 422, notes, also 2 Elem. Conv. 2d Ed. 321, 324. Shep. Touch. c. 14.

(2) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94. Notes, &c.

If of a public house or tavern, *ante*, No. XII.

Public house.

If of a mill, *ante*, No. XIII.

Mill.

If of an unfinished house, *ante*, No. XIV.

Unfinished

If it be a building lease, see *ante*, No. XV.

house.

If of a country house, *ante*, No. XVI.

Building lease.

If the premises be copyhold, *ante*, No. XVII.

Country house.

If of a farm, No. XVIII.

Copyhold.

If of a prebend or tithes, *ante*, No. XIX.

Farm.

If of mines or the like, *ante*, No. XX.

Tithes.

Mines.

* If it be desired that the lease should be prepared with all practicable conciseness, the words within brackets may be omitted throughout the precedent. Brevity.

LEASES. and] in the year of our Lord . BETWEEN
 _____ the Right Reverend Father in God, (*or as the case*
Bishop or other Ecclesiastical Person. *may be*) (1), (*the lessor*) of, &c. of the one
 _____ part, and (*the lessee*) of, &c. of the other part.
Parties. WHEREAS the said (*lessee*) has agreed (2) with the
Recitals. said (*lessor*) for a lease of the messuage or tene-
 ment, &c. hereinafter described, during the lives
 of, &c. (*nominees*) to be computed from the
 day of at and under the rent and covenants
 hereinafter contained. NOW THIS INDENTURE WIT-
Witness, in consideration of rents and cove- nants. NESSETH, that in pursuance of the said agreement,
 and for and in consideration (3) of the yearly rent
 hereinafter reserved, and of the said covenants
 and agreements hereinafter contained, which on
 the part of the said (*lessee*) his executors, admini-
Lessor grants, &c. strators, and assigns, are to be performed or ob-
 served, HE the said (*lessor*) HATH granted, de-
 mised, and leased, and by these presents DOth
 grant, demise, and lease unto the said (*lessee*) his
 heirs and assigns, or executors, administrators and
 assigns, (such assigns being so to be approved as
 hereinafter is mentioned, ALL that messuage or
Parcels.

(1) If archbishop, describe him by "the most Reverend Father in God, F. by divine Providence Lord Archbishop of Canterbury, Primate of all England, and Metropolitan," and afterwards "the said most Reverend Father."

Previous agree- ment. (2) If the lease be granted in pursuance of a previous written agreement, such agreement may be here recited, as *ante*, p. 95, n. (2).

Money expend- ed in repairs. (3) If the tenant has expended, or has agreed to expend, a sum of money in repairing the premises, see *ante*, p. 95, n. (3), also *ante*, No. XV.

tenement, and dwelling-house, &c. situated, &c. (1) together with all and singular the [out-houses, buildings, coach-houses, stables, dove-houses, barns, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights and privileges of common of every kind, and all and singular other] rights, privileges, advantages, easements, and appurtenances whatsoever, to the said mesuage or tenement and premises now or heretofore belonging, or in any wise appertaining, or with the same or any of them now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c.). TO HAVE AND TO HOLD the said mesuage or tenement, and dwelling-house, and all and singular other premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his heirs or assigns, or executors, administrators, and assigns, (such assigns being to be so approved as aforesaid), from the date of these presents (2), for and during the joint natural lives of (*nominees*) of, &c. and the natural life of the survivor or longest liver of them (3); YIELDING AND PAYING

LEASES.

*Bishop or other
Ecclesiastical
Person.*

To hold to the
lessee for the
lives of nomi-
nees.

At the yearly
rent of £.
clear of taxes.

(1) Leases by ecclesiastical persons must formerly have been of premises of a corporeal nature, to which recourse could be had for distress; but now by 5 Geo. III. c. 17, and 39 and 40 *ibid.* c. 41, leases of incorporeal hereditaments will be equally good, and debt is given for the rent. See Co. Lit. 44 b.

(2) If the lease be for twenty-one years, see No. XXIV.

(3) By 1 Eliz. c. 19, and 13 *ib.* c. 10, s. 3, leases by bishops of Eliz. c. 19.

LEASES. upon any conspicuous part of the said demised premises (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof) show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. **AND** further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, [use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or business of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, bagnio-keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid,

Tenant in Tail,
under
32 Hen. VIII.

And shew them
to persons.

Lessee not to
permit offensive
trades on the
premises.

first had and obtained for that purpose] (1). AND shall not nor will without such consent as aforesaid, make or suffer at or within the space of three months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuages and premises, or any part thereof (2). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Nor sales by
auction.

*Lessee not to
assign without
licence.*

(1) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text, say, Private house.

“Nor shall nor will at any time during the said term convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

(2) If the landlord have other houses adjoining, see *ante*, p. 104, n. (17), and p. 106, n. (19). Houses adjoining.

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Lessee will quit
at the end of
the term.

the licence and consent of the said (*lessor*) his heirs and assigns, or such other person or persons as aforesaid, first had and obtained under his or their hand for that purpose; and which said licence shall not extend or be deemed or construed to extend (unless the same be generally and unrestrictedly given) to any future assignee, or be considered as a waiver of the present covenant for restraining the assignment or under-letting of the present lease, or the term or interest which shall be then to come therein, or any part thereof, but shall from time to time, and when the same shall be given, be limited and restricted to the terms, and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding. And moreover that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects,

(reasonable use and wear thereof only excepted).
 PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with, the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void, and the said

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Power of re-
entry on non-
payment of
rent, &c.

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22). Bankruptcy,
&c. of lessee.

LEASES.

*Tenant in Tail,
under
32 Hen. VIII.*

Entry not to
prejudice
lessor's right
of action, &c.

Covenant for
quiet enjoyment
on payment of
rent, &c.

(*lessor*) his heirs and assigns, or such other person or persons as aforesaid, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof in the name of the whole, and repossess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained, as by him and them are to be performed or observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement,

and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years hereby granted thereof, without any

LEASES.

*Tenant in Tail,
unier
32 Hen. VIII.*

lawful denial, hindrance, molestation, or interruption whatsoever (1), [of or by the said (*lessor*) his heirs or assigns, or any other person or persons, who for the time being shall be entitled to the premises or any part thereof in reversion and expectant as aforesaid, or any other person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or by him, them, any or either of them, or any of the ancestors of the said (*lessor*) or by or with his, their, or any of their acts, means, consent, procurement, or privity (2).

PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all

Payments made by lessor, or penalties incurred by lessee, to be in nature of rents.

(1) If the lessor's title have not been satisfactorily ascertained, Lessor's title. the lines within brackets should be omitted; see *ante*, p. 88, n. (44), and p. 111, n. (24).

(2) If the lease be intended to be determinable on notice, add Lease determinable. here a proviso for that purpose, as *ante*, p. 111, n. (23), and p. 112, notes.

LEASES.
 Tenant in Tail,
 under
 32 Hen. VIII.

penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. IN WITNESS, &c.
 SEALED, &c. (1).

(1) By the stat. 32 Hen. VIII. a lease by tenant in tail, &c. must be under seal, see *ante*, p. 401, n. (1).

Life.

If the lease be during a life or lives, see *post*, No. XXV. p. 433.

LEASES.

*Bishop or other
Ecclesiastical
Person.*

No. XXV.

*Lease for three Lives by a Bishop or other Eccle-
siastical Person in Right of his Church (1).*

Variations where it is for Years, &c. as below (2).

THIS INDENTURE made the _____ day of
[* _____ in the _____ year of the reign, &c.

(1) By 32 Hen. VIII. c. 28, persons seised of lands, &c. of 32 Hen. VIII. an estate of inheritance, in right of their churches are enabled c. 28. to grant leases thereof, under the restrictions before mentioned in respect of tenants in tail, which will be binding on their successors. See *ante*, p. 401, n. (1), and *post*, p. 422, notes, also 2 Elem. Conv. 2d Ed. 321, 324. Shep. Touch. c. 14.

(2) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94. Notes, &c.

If of a public house or tavern, *ante*, No. XII.

Public house.

If of a mill, *ante*, No. XIII.

Mill.

If of an unfinished house, *ante*, No. XIV.

Unfinished

If it be a building lease, see *ante*, No. XV.

house.

If of a country house, *ante*, No. XVI.

Building lease.

If the premises be copyhold, *ante*, No. XVII.

Country house.

If of a farm, No. XVIII.

Copyhold.

If of a prebend or tithes, *ante*, No. XIX.

Farm.

If of mines or the like, *ante*, No. XX.

Tithes.

Mines.

* If it be desired that the lease should be prepared with all practicable conciseness, the words within brackets may be omitted throughout the precedent. Brevity.

LEASES.

*Bishop or other
Ecclesiastical
Person.*

Produce certificates of nominees being alive.

Power of re-entry on non-payment of rent, &c.

suit, trouble, or refusal whatsoever, together with the several fixtures, and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). And also shall and will from time to time, and at all times, at the end of every three calendar months of the term hereby demised, if thereunto required in writing under the seal of the said (*lessor*) his successors or assigns, or his or their steward or agent, produce and deposit with him or them good, sufficient, and satisfactory evidence of the said (*nominees*) and every of them being alive, or of the time or respective times of his or their death or deaths, if dead. PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied; or if the said (*lessor*) his executors, administrators, or assigns, do or shall permit or suffer any of the offensive or other trades or businesses hereinbefore mentioned to be carried on upon the said demised premises without the consent in writing of the said (*lessor*) his suc-

cessors or assigns ; or do or shall, without the like consent in writing, assign, let, set over, or otherwise part with, or cause, procure, occasion, or suffer to be parted with the same premises, or his or their estate or interest therein, or any part thereof, or shall refuse or neglect to provide and produce such evidence of the said (*nominees*) respectively, being alive, as is hereinbefore mentioned, or shall neglect or fail in the performance or observance of any other the covenants and agreements hereinbefore contained, which by him or them are to be performed or observed according to the true intent and meaning of the same respectively (1), then and from thenceforth, and in either of the said cases this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void, and the said (*lessor*) his successors and assigns, shall or lawfully may, immediately upon or at any time after any such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and the same to have again, repossess, and enjoy, as of his or their first and former estate, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or pre-

LEASES.

*Bishop or other
Ecclesiastical
Person.*

Entry not to
prejudice
lessor's right
of action, &c.

(1) If the lease is to be void on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

LEASES.

*Bishop or other
Ecclesiastical
Person.*

Lessor may
affix notices at
the end of the
term.

And show them
to persons.

Covenant by
lessor for les-
see's quiet en-
joyment, on
performance of
covenants.

judice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND further, that he the said (*lessor*) his heirs or assigns, or his or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time show the said demised premises, or any part thereof, and go over the same, to or with any person or persons who shall desire to view or see the same. AND the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns paying the said rents, and performing all and every the covenants and agreements hereinbefore reserved and contained, on the part and behalf of the said (*lessee*) his executors, and administrators, to be paid, kept, observed, and performed, shall and lawfully may,

during the continuance of this demise, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the said demised premises, with their appurtenances, without any lawful denial, molestation, interruption, or disturbance of, from, or by the said (*lessor*) his successors or assigns, or any or either of them (1). AND lastly (2) the said (*lessor*) doth by these presents make, constitute, and appoint (*attorney, of, &c.*) his lawful attorney, for him the said (*lessor*) and in his name, and as his act and deed, into the said demised premises, mentioned or intended to be hereby granted and demised, or any part thereof in the name of the whole, to enter, and the full peaceable possession and seisin thereof, for him the said (*lessor*) and in his name to take and have, and after such entry, possession, and seisin thereof had and

LEASES.

*Bishop or other
Ecclesiastical
Person.*

Power of attorney to deliver seisin.

(1) If the lease is to be determinable on notice, see p. 111, n. (23), p. 112, notes. Determinable on notice.

(2) A lease for life or lives, being a freehold interest, cannot pass otherwise than by livery of seisin, or possession given by the statute of uses. Livery of seisin.

If the possession be taken also by attorney, a like appointment to the above may be made by the lessee,

“For him the said (*lessee*), and in his name and stead, to take and receive of and from the said (*lessor or his attorney*) full, quiet, and peaceable possession and seisin of the said premises, or any part thereof in the name of the whole, and such possession and seisin being had and taken, to hold and keep to and for the use of him the said (*lessee*) his executors, &c. during the lives of the said (*nominees*) according to the form and effect,” &c. *as above.*

LEASES. taken, like full and peaceable possession and
Bishop or other seisin thereof, or of any part in the name of
Ecclesiastical the whole, unto the said (*lessee*) his executors, ad-
Person. ministrators, or assigns, to his or their attorney or
attornies in that behalf, to give and deliver, ac-
cording to the form and effect of these presents;
and whatsoever the said (*attorney*) shall lawfully
do in the premises, he the said (*lessee*) shall and
will ratify and confirm. IN WITNESS, &c.

LEASES.

*Husband in
Right of his
Wife.*

No. XXVI.

*Lease for Years of a Messuage, &c. by Husband
seised in Right of his Wife (1).*

*Variations where the Lease is for Life or Lives, &c. &c.
as below (2).*

THIS INDENTURE, made the _____ day of _____

(1) Married women are disabled by the common law from ^{32 Hen. VIII.} making any disposition of their property: hence the statute ^{c. 23.} 32 Hen. VIII. c. 23, was passed to enable the husbands seised in right of their wives to make such reasonable leases as might be beneficial to the inheritance; which act enacts, sec. 1, that husbands seised in right of their wives, or jointly with their wives, of any estate of inheritance in fee-simple or fee-tail, may make leases under the restrictions mentioned in a preceding note, *ante*, p. 401, n. (1). But by the same act, s. 3, it is provided, that the wife shall be made a party—that the lease be by indenture, in the name of the husband and wife—that the wife seal the same—that the rent be reserved to the husband and the wife—and to the heirs of the wife, according to her estate therein; and which rent the husband shall not alien, grant, or discharge longer than during the coverture, except by fine levied by husband and wife, *ibid.* If the lease is not made conformably to the act, it may be avoided, either by the wife surviving the husband, or by her heirs, if she die in his life-time. 2 Saund.

and of the covenants and agreements hereinafter contained, on the part of the said (*lessee*) his executors, administrators, and assigns, to be respectively paid, observed, and performed, They the said (*lessor*) and wife, HAVE [and each of them HATH] granted, demised, and leased, and by these presents Do [and each of them DOTH] grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being with such consent as hereinafter is mentioned) ALL that messuage or tenement, and dwelling-house, situated, &c. except, &c. Together with all and singular the outhouses, buildings, coach-houses, stables, dove-houses, barns, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, lawful and customary rights and privileges of common of every kind, and all and every other the rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuages or tenements and premises belonging, or with the same or any of them now or hereafter lawfully holden, used, occupied, or enjoyed (1). TO HAVE

LEASES.

*Husband in
Right of his
Wife.*

 Husband and
wife, demise,
&c.

Parcels.

 To HOLD to the
lessee for twenty-
one years.

 If the premises be copyhold, *ante*, No. XVII.

Copyhold.

If of a farm, No. XVIII.

Farm.

If of a prebend or tithes, *ante*, No. XIX.

Tithes.

If of mines or the like, *ante*, No. XX.

Mines.

If the lease be for life or lives, see *ante*, No. XXV.

Life.

 (1) And if the lessors have premises adjoining, see *ante*, p. 96, n. (8).

LEASES.

*Husband in
Right of his
Wife.*

At the yearly
rent of £

AND TO HOLD the said messuage or tenement, and dwelling-house, and all and singular other the premises hereby demised, or mentioned or intended so to be, with the several rights and appurtenances, to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being with such consent as aforesaid) from the date hereof, for and during the full and complete term of twenty-one years (1) thence next ensuing (2); YIELDING AND PAYING for the same yearly and every year during the said term (except as hereinafter is mentioned) unto the said (3) (*lessor and wife*) and the heirs and assigns of the said (*wife*) the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in each year, (notwithstanding and without any abatement or suspension for or by reason of fire or other accident) and that free and clear of and from all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, and abatements whatsoever, except as hereinafter is men-

(1) See *ante*, p. 435, n. (1). If the lease be for lives, see *ante*, No. XXV. p. 421.

Lease determin-
able on notice.

(2) If the lease be determinable on notice, &c. add,

“Determinable nevertheless as hereinafter mentioned.”

Cessation of
rent.

(3) If the rent is to cease in case of the destruction of the premises by fire, add,

“Except as hereinafter mentioned.”

tioned, the first quarterly payment of which said yearly rent of £ is to begin and be made on the day of now next ensuing the date of these presents (1). AND the said (*lessee*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*lessor*) and his wife, and her heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the said term hereby granted (2), (except as hereinafter is mentioned) well and truly pay, or cause to be paid unto the said (*lessor*) and his wife, and her heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and truly pay, satisfy, and discharge all and all manner of taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, pa-

LEASES.

*Husband in
Right of his
Wife.*

Covenant by
lessee to pay
the rent re-
served.

And taxes.

(1) Sometimes an additional rent is reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1). Penal rent.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10). Lessor to insure for lessee.

(2) If the lease be determinable at any period before the expiration of the term, add, Lease determinable on notice, &c.

“ Determinable nevertheless as hereinafter mentioned.”

LEASES.

*Husband in
Right of his
Wife.*

Covenant by
lessee to repair.

rochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, [or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) and his wife, or either of them, or the heirs or assigns of the said (*wife*) in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not]. AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time, during the continuance of the said term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cess-pools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner part of the premises hereby demised, as also all and singular the outside brickwork, plastering, slating, tiling, railing, and other outer part of the same messuage or dwelling-house, buildings, and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or

made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND moreover, shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and ironwork of the said premises, at the end of the first and years of the said term. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense insure the said messuage or tenement, erections, buildings, and premises hereby demised, against loss from accidents by fire in the insurance office in London, or in some other good and reputable office, to be approved of by the said *lessor*) and his wife, or her heirs or assigns, in the joint names of the said (*lessor*) and his wife, her heirs or assigns, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same, together with all other messuages or buildings which may be erected upon the ground or site thereof during the said term in the said sum of £ , or such other sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same

LEASES.

*Husband in
Right of his
Wife.*

And paint, &c.
twice within
the term.

Covenant by
lessee to insure
against fire.

LEASES.

*Husband in
Right of his
Wife.*

And produce
vouchers.

In default les-
sors may insure.

Insurance mo-
ney to be
expended in
rebuilding.

shall be burnt down, demolished, or damaged by fire. AND shall and will from time to time, at the request of the said (*lessor*) and his wife, or either of them, or her heirs, produce unto him and them a receipt, acquittance, or other voucher for the payment of such insurance for the then current year; and in default thereof that the said (*lessor*) and his wife, or either of them, or her heirs or assigns, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. [AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances, shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating, the whole or such part of the said premises as shall happen to have been so destroyed or damaged, as far as the same will extend; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid.

AND also, that it shall be lawful for the said (lessor) and his wife, or either of them, or her heirs or assigns, or his, her, or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term (or oftener if he, she, or they shall see occasion) at seasonable times in the day-time, on giving three days previous notice thereof to the said (lessee) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also, at the same or any other time or times during the said term in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (lessee) shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that they the said (lessor) and his wife, and her heirs or assigns, or his, her, or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of years hereby

LEASES.

*Husband in
Right of his
Wife.*

Power of entry
to view repairs.

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

Lessors may
affix notices at
the end of the
term.

LEASES.

*Husband in
Right of his
Wife.*

And to show
them to persons.

Lessee not to
permit offensive
trades on the
premises.

demised, affix or set up a printed or other notice, upon any conspicuous part of the said demised premises (not being upon any window or door thereof), that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof), show the said demised premises, or part thereof, and go over the same, to or with any person or persons, who shall express a desire to become a tenant or tenants thereof, or to view or see the same (1). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the term hereby granted (2), use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer,

Houses ad-
joining.

(1) If the landlord have other houses adjoining, see *ante*, p. 106, n. (19).

Private house.

(2) If the lease be of a private house and is not to be convertible into a shop, instead of the covenant in the text, say,

“ Convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, bagnio keeper, coachmaker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hands of the said (*lessor*) and

his wife, or one of them, or of her heirs or assigns, first had and obtained for that purpose.] AND shall not nor will, without such consent as aforesaid, make or suffer at or within the space of three months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuages and premises, or any part thereof(1). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, [or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or ad-

LEASERS.

Husband in
Right of his
Wife.

Nor sales by
auction.

Lessee not to
assign without
licence.

(1) If the lessee is to be permitted or forbidden to make alterations in the premises, see *ante*, p. 105, n. (19).

LEASES.

*Husband in
Right of his
Wife.*

Lessee will quit
at the end of
the term.

ministrators], (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without the licence and consent of the said (*lessor*) and his wife, or one of them, or her heirs or assigns, first had and obtained under his, her, or their hand or hands for that purpose, and which said licence shall not extend, or be deemed or construed to extend (unless the same be generally and unrestrictedly given) to any future assignee, or be considered as a waiver of the present covenant for restraining the assignment or underletting of the present lease, or the term or interest which shall be then to come therein, or any part thereof, but shall from time to time, as and when the same shall be given, be limited and restricted to the terms and true intent and meaning thereof, any rule of law or equity to the contrary notwithstanding. AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessor*) and his wife, or her heirs or assigns, or to whomsoever else she or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises, hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then

be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied), or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thence-

LEASES.

*Husband in
Right of his
Wife.*

Power of re-
entry on non-
payment of
rent, &c.

(1) If it be intended that the lease shall be vacated by the death or the bankruptcy of the lessee, see *ante*, p. 109, n. (32). Bankruptcy of
the lessee.

LEASES.

*Husband in
Right of his
Wife.*

Entry not to
prejudice
lessor's right
of action, &c.

Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

forth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void; and the said (*lessor*) and his wife, her heirs and assigns, or any or either of them, shall or lawfully may, immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same, as of his, her, and their former estate; any thing hereinbefore contained to the contrary notwithstanding; but which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained, as by him and

them are to be performed or observed, shall or lawfully may peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, or mentioned or intended so to be, with their appurtenances, for and during the full and complete term of years, hereby granted thereof (1), without any lawful denial, hindrance, molestation, or interruption whatsoever, [of or by the said (*lessor*) and his wife, or either of them, or her heirs or assigns, or any other person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or in trust for her, them, or any or either of them, or any of the ancestors of the said (*wife*), or by or with his, her, or their acts, means, consent, procurement, or privity (2).] PROVIDED ALWAYS, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal

LEASES.

 Husband in
 Right of his
 Wife.

 Payments made
 by lessor, or
 penalties in-
 curred by lessee
 to be in nature
 of rents.

(1) If the lessor's title has not been satisfactorily ascertained, Lessor's title. the lines within brackets should be omitted, and see *ante*, p. 88, n. (44), p. 111, n. (24).

(2) If the lease be intended to be determinable on notice, add Lease deter- here a proviso for that purpose, as *ante*, p. 111, n. (23), and see minable. *ibid.* p. 112, notes.

LEASES.

*Husband in
Right of his
Wife.*

and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved. IN WITNESS, &c.

SEALED, &c. (1).

Sealing.

(1) By the stat. 39 Hen. VIII. a lease by husband and wife, must be under the seal of the wife; see *ante*, p. 443, n. (1).

Life.

If the lease be during a life or lives, see *ante*, No. XXV.

LEASES.

*Tenant for Life
under a Power.*

No. XXVII.

*Lease by Tenant for Life, by virtue of a Power
contained in a Marriage Settlement or Will (1).*

*Variations where the Remainder-man or Reversioner
joins, &c. &c. as below (2).*

THIS INDENTURE, made the day of

(1) If no power be reserved to the tenant for life, see *ante*, No. XXII.

The power to grant leases contained in marriage settlements, &c. is usually given to the husband and wife during their joint lives, and to the survivor after the death of either of them, or to other persons taking a life estate, under the deed or will. The form here given is adapted to the circumstance of the demise being made by one tenant for life alone, but variations are subjoined to facilitate its being converted into a precedent founded on other circumstances.

And it may here be observed, that in leases made by a tenant for life under a power, all the essential terms and conditions of the power must, in every respect, be strictly complied with; for if it vary in the interest demised, the rent reserved, or the omission of usual or requisite covenants, it will be void as against the person entitled in remainder or reversion. See *Doe dem. E. Jersey v. Smith*; *Doe dem. Ellis v. Sandham*, 1 *Durnf. and E.* 97; *Ellis v. Sandham*, *ib.* 705; *Doe dem. Pulteney v. Cavaz*, 5 *ib.* 667; *Prideaux v. Prideaux*, 10 *East*, 158; *Cox v. Day*, 5 *ib.* 118, and 4 *Elem. Conv.* 2d Edit. 334, and

(2) See this note next page.

LEASES. in the year, &c. and in the year of our Lord
 . BETWEEN (*the lessor*) of, &c.
Tenant for Life
under a Power. of the one part, and (*the lessee*) of, &c.
Recitals. of the other part (1). WHEREAS by indentures of
 lease and release, bearing date respectively the
 and days of , which was
 in the year , the release being of

These leases (if authorised by the power) may be made for lives as well as for years; and will differ from other leases for lives in that as they pass no estate, they do not require livery of seisin, *Wilson v. Garratt*, 2 Lev. 149; *Leicester's case*, 1 Vent. 278, 291; so also may they be granted to commence *in futuro*, operating as a future or springing use.

Where, therefore, it is thought more beneficial that a longer term should be granted than that which the tenant for life is authorised to create by his power, or other deviations are intended to be made from the restrictions of the power (which is frequently desirable), the persons entitled in remainder or reversion expectant upon his decease, must join in the lease; and see *ante*, No. XXI. p. 285, n. (1).

Public house.	(2) If the lease be of a public house or tavern, No. XII.
Mill.	If of a mill, <i>ante</i> , No. XIII.
Unfinished house.	If of an unfinished house, see <i>ante</i> , No. XIV.
Building lease.	If it be a building lease, see <i>ante</i> , No. XV.
Country house.	If of a country house, <i>ante</i> , No. XVI.
Copyhold.	If the premises be copyhold, <i>ante</i> , No. XVII.
Farm.	If of a farm, No. XVIII.
Tithes.	If of a prebend or tithes, <i>ante</i> , No. XIX.
Mines.	If of mines or the like, <i>ante</i> , No. XX.
Life.	If the lease be for life or lives, see <i>ante</i> , No. XXV.

Reversioner joins. (1) If the lessor have no power of granting a lease for a term of years, and the remainder-man or reversioner join in the lease, make the tenant for life of the first part, the reversioner or remainder-man of the second part, and the lessee of the third part.

parts, and made or expressed to be made between, &c. and purporting to be a settlement made in contemplation of a marriage then intended, and which was afterwards had, between the said, &c. the messuages and hereditaments hereinafter described, were (amongst others) conveyed and assured unto and to the use of the said, &c. and their heirs, upon and for certain trusts, ends, intents, and purposes therein expressed. And in which said indenture it was provided and agreed, by and between the several parties thereto, that it should be lawful for the said (*husband and wife*) and their assigns, jointly during their lives, and for the survivor of them, and his or her assigns, after the decease of the other, and after the decease of both of them for the said (*trustees*) or the survivor of them, his heirs or assigns, during the minority of any issue of the said marriage, from time to time by indenture or indentures under his, her, or their hand or seal, or respective hands and seals, to demise or lease, or to limit or appoint by way of demise or lease for any term or terms of years not exceeding twenty-one years, to take effect in possession (1), and not in reversion or by way of future interest, all or any part of the messuages, lands, and hereditaments there-

LEASES.

*Tenant for Life
under a Power.*

(1) It seems that a general power to lease for twenty-one, or other certain number of years, must be construed to be restrained to leases in possession, although not so expressed; *Shaw v. Simmons*, 3 Moor, 196. Possession.

LEASES.

*Tenant for Life
under a Power.*

inbefore granted, &c. to any person or persons whomsoever, so that there should be reserved upon every such demise or lease, or limitation or appointment by way of demise or lease, the best and most improved yearly rent or rents, which could reasonably be obtained for the same, to be incident to the immediate reversion thereof, and so that there should be contained therein a covenant for payment of the rent or rents to be thereby reserved, and a condition of re-entry on non-payment thereof for the space of twenty-one days next after the time thereby appointed for payment of the same, and all other usual and proper covenants and agreements on the part of the tenant or tenants thereof to be performed or observed; and so that the lessees to be therein respectively named should not be made punishable for waste; and so that every such lessee should execute a counterpart of the said lease (1). AND WHEREAS, &c. (2) AND WHEREAS the said

Recital of
power.

(1) It is proper, that the power to lease should be fully recited, that it may appear that its requisitions are complied with.

(2) Here recite deaths or other circumstances necessary to show the title of the lessor to grant the lease proposed.

If the tenant for life have no power to grant leases for a term of years, recite,

Reversioner
joining.

“ And whereas the said (*tenant for life*) is tenant for his life, of the messuage or tenement hereinafter described, and the said (*remainder-man or reversioner*) is entitled to the same messuage and premises in remainder, expectant upon the decease of the said (*tenant for life*) under or by virtue

(*lessee*) has agreed with the said (*lessor*) for a lease of the messuage and land hereinafter described, upon the terms and conditions hereinafter contained. Now THIS INDENTURE WITNESSETH, that by virtue and in exercise of the power reserved to the said (*lessor*) in or by the said in part recited indenture of release as aforesaid, and for and in consideration (1) of the yearly rent hereinafter reserved, and the covenants and agreements hereinafter contained on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid, observed, and performed respectively, He the said (*lessor*) HATH limited and appointed by way of demise or lease (2), and as a further assurance, and in respect of his estate and interest hath

LEASES.

Tenant for Life under a Power.

WITNESS, that in consideration of rent, &c.

The lessor limits, &c.

of an indenture," &c. or "the last will and testament of," &c. (*as the case may be*).

If the lease be granted in pursuance of a previous written agreement, see *ante*, p. 95, n. (2).

Prior agreement.

(1) As leases under powers are generally restricted to be made "without taking any fine, premium, or fore-gift for the same," no other pecuniary consideration than the payment of rent must be expressed, or taken. But in a case similar to the above, where the lessor was tenant for life, with power to lease without fine, it was determined that although the lessee advanced the lessor two years' rent on the security of his bond, and an insurance on his life, yet that the lease was not impeachable either as a fraud on the power to lease without fine, or as being accompanied by a loan of money; for if the lessor were to die, the rent could not be retained against those in remainder. *O'Brien v. Grierson*, 2 Ball and Beat. 331.

Consideration.

(2) As what is usually called a lease under a power is in strictness only an appointment of an use, the words "limit and appoint" are the most proper, but not essential, to be used.

Limit and appoint.

LEASES: also granted, demised (1), and leased, and by the present indenture under his hand and seal, DORN in the manner aforesaid limit and appoint, and also grant, demise, and lease (2) unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so approved as hereinafter is mentioned) ALL that, &c. except, &c. together with all and singular the out-houses, buildings, coach-houses, stables, dove-houses, barns, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, watercourses, lawful and customary rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or in any wise appertaining, or with the same or any of them, now or heretofore lawfully holden, used, and occupied, or enjoyed, **TO HAVE AND TO HOLD** the said messuage or tenement and dwelling-house, and all and singular other the premises hereby limited and appointed, and granted and demised, or mentioned or intended so to be, (with all and singular the rights, members, and appur-

Tenant for Life
under a Power.

Parcels.

To HOLD to
the lessee for
the term of
years.

Grant, &c.

(1) These additional words are proper only when the lessor has an interest as well as a power, and are then used that if the lease should happen not to take effect by virtue of the power, it may by virtue of the interest of the lessor.

(2) If the reversioner join, add,

Reversioner.

“ And the said (*reversioner*) hath ratified, and confirmed, and granted, demised and leased, and by these presents doth ratify, and confirm, and grant, demise, and lease.”

tenances to the same belonging) unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so approved as aforesaid) from the day next before the day of the date of these presents (1), for and during the full and complete term of _____ years, thence next ensuing. YIELDING AND PAYING for the same yearly and every year, (during the said term) except as hereinafter is mentioned, unto the said (*lessor*) and his assigns (2), during such part of the said term hereby demised as he shall happen to live, and from and after his decease, unto such person or persons as thenceforth and for the time being shall be entitled to the inheritance or reversion of the said premises, the yearly rent or sum of

LEASES.Tenant for Life
under a Power.

(1) Care must be taken that a lease made under a power to grant leases in possession, and not in reversion, be so worded as that it cannot, by any possibility of sound construction, be deemed to commence on a day subsequent to the date of the lease. See *Dunn v. Fearnside*, 1 Wills. 176; *Freeman v. West*, 2 *ib.* 165; *Doe v. Watson*, Cowp. 189; *Attorney-General v. Cs. Portland*, cited *ib.* 723; *Pugh v. D. Leeds*, Cowp. 714, and cases there cited; *Rex v. Inhab. Gamlingay*, 3 Durnf. and E. 513. Although therefore it should be by the terms of the lease made to commence on a future day, yet, if in fact it be not executed until or after that day, it will be good. *Campbell v. Leach*, Amb. 740; *Doe v. Hay*, 10 East. 427.

(2) If the husband and wife be tenants for life, say,

“ Unto the said (*husband*) and his assigns, during such part of the said term as he shall happen to live, and after his decease, unto the said (*wife*) and her assigns, in case she shall be then living during so much of the residue of

Husband and
wife.

LEASES. £ (1) of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, (being the best and most approved rent that can be reasonably obtained for the said premises) by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, notwithstanding and without any abatement or suspension for or by reason of fire or other accident, free and clear of and from all manner of parliamentary, parochial,

*Tenant for Life
under a Power.*

the said term, as she shall happen to live, and upon the decease of the survivor of them then unto such person," &c. (*as above*).

Reversioner,
&c.

If the lease be made by tenants for life, and remainder-man or reversioner, say,

"Yielding and paying unto the said (*tenant for life*) and his assigns, during so many years of the said term as he shall live, the sum of £ , &c. and from and after the decease of the said (*tenant for life*) yielding and paying the sum of £ of, &c. unto the said (*remainder-man or reversioner*) his heirs and assigns, for or during the residue of the said term."

Rents reserved by tenant for life under a power of leasing are apportionable under 11 Geo. 2, c. 10, s. 15; see *ex parte* Smith, 1 Swanst. 337, and *Clarkson v. E. Scarbor.* there cited.

Penal rent.

Sometimes an additional rent is reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

Lessor to insure
for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

Rent.

(1) If the power to lease be on reserving the accustomed rent, such rent must be expressly specified in the lease; *Hamilton c. Morden*, 6 Brow. Par. Ca. 145; *Ker. v. D. Roxburgh*. 2 Dow. 189.

and other taxes, rates, assessments, deductions, or abatements whatsoever, whether already or at any time hereafter to be imposed upon or payable for or in respect of the said premises or any part thereof, or the said (*lessor*) or other landlord thereof for the time being, and whether the same or any such future taxes, rates, or assessments, shall be in the nature of those now in being or not. The first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessor*) (1) and his assigns, and also with and to such other person or persons, as shall for the time being be entitled to the reversion and inheritance of the said premises, as aforesaid, his, her, or their heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times hereafter, well and truly pay or cause to be paid unto the said (*lessor*) and his assigns, during such part of the said term hereby granted, as he

LEASES.

*Tenant for Life
under a Power.*

Covenant by
lessee to pay
the rent re-
served.

(1) If the remainder-man or reversioner join in the lease, say, Remainder-
man, &c.

“ With and to the said (*tenant for life*) and his assigns, and also with and to the said (*remainder-man*) his heirs and assigns, in manner, &c.” *as above.*

LEASES.

*Tenant for Life
under a Power.*

And taxes.

And expense of
drains, &c.

And keep the
premises in re-
pair.

Reversioner.

the said (*lessor*) shall happen to live, and from and after his decease, then (1) [unto the person or persons who shall be entitled to the reversion and inheritance of the said premises expectant on the determination of the said term, his, her, or their heirs or assigns,] the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned and appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and truly pay, satisfy, and discharge all and all manner of taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also from time to time bear and pay a due part and proportion of the expense of cleansing, repairing, or renewing the drains, pipes, and watercourses, which do or shall belong to the said demised premises in common with other messuages or hereditaments without any allowance in respect thereof. AND also,

(1) If the reversioner join, say,

“ Unto the said (*reversioner*) his heirs and assigns.”

that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, all and every the messuage or tenement, dwelling-house, and premises hereby demised, with the appurtenances, together with the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, watercourses, coppers, grates, stoves, ranges, fixtures, and things to the same belonging, and also all such other fixtures, buildings, improvements, and additions whatsoever, as at any time during the said term shall be erected, set up, or made by him the said (*lessee*) his executors, administrators, or assigns thereupon. AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed. And also shall and will at his and their own proper costs and charges, maintain and keep all and singular the outside brick-work, plastering, slating, tiling, and other outer part of the said messuage or premises, or dwelling-house, buildings, and premises hereby demised, in a good, substantial,

LEASES.

*Tenant for Life
under a Power.*

And paint.

LEASES.

*Tenant for Life
under a Power.*

And insure the
premises.

and tenantable repair in 'all things. And also shall and will cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first years of the said term of years hereby granted; and also shall and will in the last year of the said term empty and cleanse the drains, cesspools, and privies belonging to the said premises. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, insure and keep insured during the then residue of the said term, all and every the said messuage or tenement, erections, buildings, and premises hereby demised, from accidents by fire in the insurance office, or in some other good and reputable offices of insurance from damage by fire in the joint names of the said (*lessor*) or such other person or persons as for the time being shall be so entitled as aforesaid, and of the said (*lessee*) his executors, administrators, or assigns, for such sum of money as shall be deemed sufficient, in case the said messuage or tenement, and premises, shall be burnt down or damaged by fire, for the rebuilding or substantially repairing and reinstating the same, and all insurance money to be recovered by virtue of any such policy or policies of insurance, it is hereby covenanted and agreed shall be forthwith, or with all convenient speed be laid out and applied towards rebuilding

or substantially repairing and reinstating the said premises accordingly. AND further, that in case the said (*lessee*) his executors, administrators, or assigns, shall not make or continue such insurance, or such insurance money shall not be sufficient for the purpose aforesaid, then it shall be lawful for the said (*lessor*) or his assigns, or such other person or persons who for the time being shall be so entitled as aforesaid, to pay such insurance money, or make up the deficiency therein, and he or they shall be allowed by the said (*lessee*) his executors, administrators, or assigns, the sum so paid, and shall be paid the same, at the then next day for payment of the rent hereby reserved. AND also that it shall be lawful for the said (*lessor*) (1) and his assigns, and for such other person or persons, who for the time being shall be so entitled as aforesaid, or his or their surveyor properly authorised, or his or their steward, bailiff, or agent, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or as-

LEASFS.

*Tenant for Life
under a Power.*

*Power of entry
to view repairs.*

(1) If the remainder-man or reversioner joins, say,

“ For the said (*tenant for life*) and his assigns, during such period of the said term as he shall live, and from and after his decease, for the said (*remainder-man*) his heirs or assigns, or his or their surveyor, &c.” *as above.*

Remainder-
man, &c.

LEASES.

*Tenant for Life
under a Power.*

And to take an
inventory of
fixtures.

And to affix
notice that the
premises are to
be letten.

And to show
them to persons.

signs, to enter into and upon the said messuage and premises, or any part thereof, for the purpose of viewing and examining the state and condition of the repairs thereof. AND also, at any time or times within the last years of the said term, in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon, and in case any defects or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will, upon notice thereof in writing being given to him or them, by the said (*lessor*) or his assigns, or such other person or persons as aforesaid, cause the same premises to be forthwith well, substantially, and properly repaired and amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that it shall be lawful for the said (*lessor*) or his assigns, or such other person or persons aforesaid, or his or their servant or agent, at any time or times within the last three months next preceding the expiration or sooner determination of the said term of years hereby demised, to affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof) that the said premises will be to be letten at the expiration of the said term. AND also at any convenient time in the day-time, (giving at all times one

day's previous notice thereof) to enter into and upon the said demised premises, or any part thereof, to show the same to any person or persons who shall express a desire to become a tenant or tenants thereof. AND further, that he the said (*lessee*) his executors, administrators, and assigns, shall not nor will at any time during the continuance of the said term hereby granted, (1) use, exercise, or carry on, nor permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, working hatter, bagnio-keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever. AND fur-

LEASES.

*Tenant for Life
under a Power.*

Lessee not to
carry on nox-
ious trades.

Lessee not to
make altera-
tions without
consent.

(1) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text, say,

Private house.

“ Convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above*.

LEASES.

*Tenant for Life
under a Power.*

Lessee not to
assign, &c.
without con-
sent.

Will quit
at the end of
the term.

ther, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the said term convert the said messuage and premises, or any part thereof, into any other building, or suffer the same to be used for any other purpose than a dwelling-house, nor make any alterations in the plan or elevation thereof, nor take down or remove any fixtures or partitions in or upon the said premises, without the express consent in writing of the said (*lessor*) or his assigns, or such other person or persons as aforesaid first had and obtained. AND also, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, demise, let, assign, set over, or otherwise part with, either by act, permission, or sufferance of him or them, or by act of law, the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part of the same, unto any person or persons whomsoever, (other than by will or testament to his or their wife or respective wives, child, children, or near of kin,) without the special licence and consent of the said (*lessor*) or his assigns, or such other person or persons as aforesaid, first had and obtained under his or their hand or respective hands for that purpose. AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peace-

ably and quietly leave, surrender, and yield up unto the said (*lessor*) (1) and his assigns, or unto such other person or persons who for the time being shall be entitled as aforesaid, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, and premises hereby demised, without any force, compulsion, action, suit, trouble, or denial whatsoever, in good, substantial, and tenantable repair and condition in all respects, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereunto belonging or thereupon affixed, (reasonable use and wear thereof only excepted.) PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof as aforesaid, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the offensive or other trades or businesses aforesaid to be carried on upon the said demised premises, without the consent in writing

LEASES.

Tenant for Life
 under a Power.

 Re-entry on
 non-payment of
 rent.

(1) If the lease be by tenant for life and remainder-man or reversioner, say, Reversioner, &c.

“ Unto the said (*tenant for life*) and his assigns, if then living, but if not, then unto the said (*remainder-man or reversioner*) his heirs and assigns.”

LEASES.

*Tenant for Life
under a Power.*

of the said (*lessor*) or his assigns, or such other person or persons who for the time being shall be entitled as aforesaid, or do or shall, without the like consent in writing, assign, let, set over, or otherwise part with or cause to be parted with the same premises, or any part thereof, or any his or their estate or interest therein, or shall at any time neglect or omit to make such assurance as aforesaid (1), or neglect or fail in or be guilty of any breach, non-performance or non-observance of any other of the covenants and agreements hereinbefore contained, which by him and them are to be kept and observed, according to the true intent and meaning of the same respectively, then and from thenceforth the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void; and the said (*lessor*) and his assigns, or such other person or persons who for the time being shall be so entitled as aforesaid, shall and lawfully may, immediately or at any time after such breach, non-observance or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which

Entry not to
prejudice
lessor's right
of action, &c.

Lease deter-
minable on
death, &c.

(1) If the lease be determinable on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessor*) (1) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, and by him and them to be performed and observed, shall and lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, or mentioned or intended so to be as aforesaid, with their appurtenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption

LEASES.

*Tenant for Life
under a Power.*

Covenant by
lessor for quiet
enjoyment by
lessee.

(1) If the remainder-man or reversioner join with the tenant for life in granting the demise, say, Reversioner,
&c.

“ And each the said (*tenant for life*) for himself, his executors, and administrators, and the said (*remainder-man or reversioner*) for himself, his heirs and assigns, do and each of them doth covenant,” &c.

LEASES.

*Tenant for Life
under a Power.*

Payments made
by lessor, or
penalties in-
curred by lessee
to be in nature
of rents.

whatsoever, [of or by him the said (*lessor*) or his assigns, or of or by the person or persons who, after his decease, shall be entitled to the reversion and inheritance of the said premises, or of or by any other person or persons now or hereafter lawfully or equitably claiming, or possessing any estate, right, title, or interest, from, under, or in trust for him, them, or any or either of them, or any of the ancestors of the said (*lessor*) or by with his, their, or any or either of their means, consent, procurement, or privity.] PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved (1). IN WITNESS, &c. (2).

Lease deter-
minable on no-
tice.

Lessor's title.

Execution.

(1) If the lease be determinable on notice, see *ante*, p. 111, n. (23), and p. 112, notes.

If the lessor's title to the inheritance has not been investigated, see *ante*, p. 88, n. (44), and p. 111, n. (24).

See *post*, p. 472, rider (A).

(2) A lease made in execution of a power, must be executed by the donee of the power himself, and cannot be executed by

attorney, such power being personal and not to be delegated.
 Vid. 2 Roll. 393. 9 Co. 76. Palm. 436. 2 Vern. 542.

The attestation must be as required by the power.

Although the lease be for an estate of freehold as for a life or lives, yet it being made by virtue of a power, no livery of seisin will be requisite.

It is generally required in powers of leasing, that the lessee should execute a counterpart of the lease, in which case as a compliance with the condition is essential to the validity of the lease, it will be proper for the security of the lessee and satisfaction of a purchaser or mortgagee of the premises, that a memorandum of such counterpart having been signed, should be indorsed on the lease, and signed by the lessor.

LEASES.

*Tenant for Life
 under a Power.*

Attestation.
 Livery of
 seisin.
 Counterpart.

LEASES.

*Tenant for Life
under a Power.*

Lease renew-
able.

(A) If the lease be renewable, add,

“ And the said (*lessee*) for himself, his heirs, executors, administrators (1), and assigns, doth further covenant, promise, and agree with and to the said (*lessor*) his heirs and assigns, [and to and with all and every other person or persons who shall be entitled to the reversion and inheritance of the said premises, or any part thereof, for the time being expectant upon the determination of the said term] that he the said (*lessee*) his executors, administrators, or assigns, shall and will at the end of years next after the commencement of this present demise or lease, and also at the end of years next after the commencement of every future or renewed demise or lease of the said premises to him or them to be made or granted as hereinafter mentioned, at the request of the said (*lessor*) or his assigns, or other the person or persons who shall then be entitled to the reversion and inheritance of the said premises, except on the determination of such demise or lease, surrender this present, and also all and every such future and renewed demise or lease, and the premises thereby respectively demised, and to be demised, and all his and their term, estate, and interest therein respectively then to come and unexpired, for the purpose of renewing the same; and as a fine for each and every such respective renewals, shall and will pay the net sum of £ and shall and will from time to time accept such new lease and leases to be granted of the same premises, and execute counterparts thereof respectively, under the like clear yearly rent of £ for a new term of years, determinable and renewable in like manner upon payment of the like fine of £ at the end of the first years of each and every new term of years, which said fine of £ from time to time to be paid as aforesaid, it is hereby agreed by and between the said (*lessor*) and (*lessee*)

(1) A covenant to renew a lease is only a personal covenant, and the remedy at law is only for damages in a personal action; but if the representatives are named, they will be bound in respect of assets. *Chandos v. Brownlow*, 2 Bridg. p. c. 405; and see *Ex parte Andrews*, 1 Madd. 576.

shall be paid by him the said (*lessee*) his executors, administrators, or assigns, to the person or persons who by virtue of and according to the said in part recited indenture ought to receive the same, and be applied in manner and for the purposes thereby directed; and in such respective renewed leases shall be inserted and contained such or the like covenants, clauses, provisoes, and agreements as are contained in these presents (except only a covenant for further renewal) (1), and the expense, costs, and charges of making all and every such renewed lease and leases as shall be valid in law, and of the counterparts thereof respectively, shall be borne and paid by the said (*lessee*) his executors, administrators, or assigns, or the lessee or lessees for the time being of the said hereby demised premises. And the said (*lessor*) doth hereby for himself, his heirs and assigns, covenant and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessor*) [or other the person or persons who for the time being shall be entitled to the reversion and inheritance of the said premises, expectant on the determination of the said term of years hereby granted or created] shall and will by virtue and in pursuance of the said indenture, accept such surrender and surrenders of this present lease, and of all and every such future and renewed lease and leases of the said premises as aforesaid; and also that he the said (*lessor*) or other the person by the said indenture authorised or empowered to grant such new lease and leases, shall and will upon payment of such fine of £ for and upon every such renewal as aforesaid, to

LEASES.

*Tenant for Life
under a Power.*

(1) The disputes which have arisen between landlords and tenants, and the discordant determinations which are to be found in the books respecting the extent of a covenant for future renewal, "upon and subject to the same terms, agreements, &c. as the present demise," (see Bac. Ab. 8vo. 221. 2 Elem. Conv. 2d Ed. p. 471, 477. Dowling v. Mill, 1 Madd. 541, and Bedshaw v. Gov. and Co. Bedford Level, 1 Eden, 349, n.) render it important that a covenant for this purpose should expressly declare the intent of the parties, as to whether the covenants for a renewal are to be inserted in every future lease, or to be limited to the present or a certain number of renewals.

Covenant for
renewal.

LEASES.

*Tenant for Life
under a Power.*

the person or persons entitled to receive the same, from time to time execute such new lease and leases of the premises to the said (*lessee*) his executors, administrators, and assigns, for such respective terms of years, determinable and renewable at the end of the first years of each and every such term, in like manner as aforesaid, at and under the yearly rent of £ and with such and the like clauses, covenants, provisoes, and agreements, as are contained in these presents (except only as aforesaid). PROVIDED ALWAYS, and these presents are upon this further condition nevertheless, and it is hereby further agreed by and between the said (*lessor*) and (*lessee*) that if the said (*lessee*) his executors, administrators, and assigns, at the end of the first years next after the commencement of this demise, upon a request or demand to be made to him or them in writing for that purpose by the said (*lessor*) or other the person or persons who shall then be entitled to the reversion and inheritance of the said demised premises, expectant on the determination of this present demise or lease, shall refuse to surrender this present lease for the purpose of such renewal thereof, and to pay such fine of £ upon and for the renewal thereof, as hereinbefore is mentioned, and to accept such new lease of the same premises at and under such reserved rent, and with such or the like covenants, clauses, provisoes, and agreements, as is and are by these presents reserved and contained, and to execute a counterpart thereof, then it shall and may be lawful to and for the said (*lessee*) or other the person or persons so entitled to the reversion and inheritance of the said demised premises as aforesaid, by any writing under his or their hand or hands, to determine and make void the demise hereby made at the end of the first years from the commencement thereof, and then and in that case also the said (*lessor*) or other the persons or person then entitled to the reversion or inheritance of the said demised premises, shall be at full liberty to grant a fresh lease thereof to any person or persons in the same manner as if these presents had not been made, any thing hereinbefore contained to the contrary in any wise notwithstanding."

LEASES.

 Trustees under a
 Power.

No. XXVIII.

*Lease by Trustees under a Power contained in a
 Marriage Settlement (1).*

Variations *where a Tenant for Life joins, &c. &c. as
 below (2).*

THIS INDENTURE made the _____ day of _____
 in the year of the reign, &c. and in the
 year of our Lord _____ . BETWEEN (*the trustees*) Parties.
 of, &c. _____ of the one part (3), and (*the lessee*)

(1) Trustees may in general grant leases by virtue of the legal interest in them; but when a restrictive power is given them for this purpose, such leases, unless conformably to the power, will be void in equity, as founded upon a breach of trust, *Bowes v. Lond. Dock Comp.* 3 Madd. 375.

(2) If it be an underlease, see *ante*, No. X.

If the lease be of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

If of a farm, *ante*, No. XVIII.

If of a prebend or tithes, *ante*, No. XIX.

If of mines or the like, *ante*, No. XX.

(3) If for any reason it be thought advisable that the tenant for life, or other person beneficially interested in the premises, should join in the lease, make him or her of the second part.

Underlease.

Public house.

Mill.

Unfinished house.

Building lease.

Country house.

Copyhold.

Farm.

Tithes.

Mines.

Tenant for life.

LEASES. of, &c. of the other part. WHEREAS, &c.
 (1). AND WHEREAS the said (*lessee*) has agreed
 with the said (*lessors*) for a lease of such parts of
 the land, &c. comprised in the said indenture as
 are hereinafter described, at the yearly rent of
 £ being the best rent that can be obtained
 for the same. NOW THIS INDENTURE WITNESS-
 ETH, that in consideration of the yearly rent
 hereinafter reserved, being (*if so in the power*)
 the best and most improved rent which can be
 reasonably obtained, and of the covenants and
 agreements hereinafter contained on the part of
 the said (*lessee*) his executors, administrators, and
 assigns, to be paid and performed respectively,
 (and without fine, premium, or forfeiture whatso-
 ever) they the said (*lessors*) (2) pursuant to and
 by virtue and in execution of the hereinbefore in
 part recited power or authority in that behalf, and
 of all and every or some of the power, powers,
 authorities in them vested, or enabling them
 thereunto, HAVE limited and appointed, by way of
 demise or lease, (and also so far as they lawfully or
 equitably can or ought HAVE demised and leased,
 and by this present indenture sealed and delivered

Trustees under a
Power.

Recitals.

WITNESS, that
in consideration,
&c.

The trustees de-
mise, &c.

Recital.

(1) Recite here the power to lease, as *ante*, No. XXVII. p. 452; and if it be granted in pursuance of a previous agreement, see *ante*, p. 95, n. (2).

Tenant for life.

(2) If the tenant for life join, add,

“With and by the privity, consent, and approbation of the said (*tenant for life*) testified by his being a party to and sealing and delivering these presents.”

by them in the presence of the two credible persons whose names are or are intended to be hereupon indorsed, as witnesses attesting the same, Do, in the manner aforesaid, limit and appoint, and demise and lease) unto the said (*lessee*) his executors, administrators, and assigns, such assigns being with such licence and consent as hereinafter is expressed, ALL that, &c. and all houses, out-houses, yards, gardens, backsides, ways, paths, passages, lights, easements, waters, water-courses, profits, commodities, easements, advantages, and appurtenances whatsoever to the said messuage or tenement, pieces or parcels of land or ground, and premises belonging, or in anywise appertaining, or therewith now or heretofore used, occupied, or enjoyed, (except, &c.)

To HAVE AND TO HOLD the said messuage or tenement, piece or parcel of land or ground, and all and singular other the premises hereby limited, appointed, and demised, or intended so to be, with their appurtenances unto the said (*lessee*) his executors, administrators, or assigns, (such assigns being with such licence as aforesaid), from the day of now last past, for the term of

twenty-one years thence next ensuing, and fully to be complete and ended; YIELDING AND PAYING therefore yearly and every year during the said term, [unto the said (*lessors*) their heirs or assigns, or unto such person or persons who for the time being shall be entitled to the said premises, or to the reversion and inheritance thereof, under or

LEASES.

Trustees under a Power.

Parcels.

To hold to lessee for 21 years.

At a net yearly rent.

LEASES. by virtue of the said in part recited indenture of
 the day of , or otherwise (1),] the
Trustees under a
Power.
 net yearly rent or sum of £ of lawful money
 of that part of the United Kingdom of Great
 Britain and Ireland called England, on [the four
 most usual days of payment of rent in the year,
 (that is to say)] the day of , the
 day of , the day of , and the
 day of , in each year, by even and
 equal payments, without any deduction or abate-
 ment out of the same for or by reason of destruc-
 tion or damage by fire or other accident, or for or
 on account of the land-tax, sewers' rate, or any
 other taxes, rates, or assessments whatsoever,
 whether already taxed, charged, or imposed upon
 the said hereby demised premises, or any part or

Reservation. (1) Or the reservation may be reserved particularly, if it be
 an underlease,

“ Unto the said (*lessors*) their heirs and assigns, [or exe-
 cutors, administrators, and assigns,] the said yearly rent, &c.
 In trust nevertheless for the person or persons who for the
 time being shall be entitled thereto, under or by virtue of
 the said in part recited indenture of settlement.”

Tenant for life. Or if the tenant for life join, the rent may be reserved,

“ Unto the said (*tenant for life*) and his assigns, during
 so many years of the said term, as he shall live, and from
 and after his decease, unto such other person or persons who
 shall then be entitled to the said premises, as in remainder
 or reversion expectant upon his decease or otherwise, for and
 during the residue or remainder which shall be then to come
 of the said term.”

parts thereof, or which at any time during the said term shall or may be assessed or imposed thereupon, or upon any new erections, buildings, or improvements, or on any person or persons as landlord or landlords thereof, or upon the said yearly rent of £ or any part thereof, by authority of parliament, or otherwise howsoever, and whether such taxes, rates, or assessments, or any of them, shall be in the nature of those now in being or not, the first quarterly payment of the said yearly rent to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) doth hereby for himself, his heirs, executors, administrators, and assigns, covenant, promise and agree with and to the said (*lessors*) (1), and with and to the survivors and survivor of them, and the heirs and assigns of the survivor of them, and their and his assigns, and other the trustees or trustee for the time being of the said trust estate, and also with and to all and every other person or persons who shall for the time being be entitled to the freehold, reversion and inheritance of the said premises as aforesaid, in manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the con-

LEASES.

Trustees under a Power.

Covenant by
lessee for pay-
ment of the
rent and taxes.

(1) Or if tenant for life be a party,

Tenant for life.

“ With and to the said (*tenant for life*) and his assigns, and also with and to the said (*trustees*),” &c. *as above*.

LEASES. Trustees under a Power. tinuance of this demise, well and truly pay or cause to be paid unto the said (*lessors*) their heirs and assigns(1), or unto such other person or persons who shall be so entitled as aforesaid for the time being, the said clear yearly rent or sum of £ in the manner and on the days and at the times hereinbefore appointed for the payment thereof. **AND** also well and truly pay and satisfy the land-tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessors*) their heirs or assigns, or such other person or persons as aforesaid, in respect thereof, and whether any such future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not. **AND** also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all

And taxes.

Covenant by lessee to repair.

Tenant for life. (1) Or, if tenant for life join,

“Unto the said (*tenant for life*) and his assigns, during so many years of the said term hereby granted, as he shall live, and from and after his decease, unto the person for the time being, entitled to the said premises, in remainder or reversion expectant as aforesaid, during the then residue of the said term,” &c. *as above*.

times, and from time to time during the continuance of the said term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, watercourses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, as also all and singular the outside brickwork, plastering, slating, tiling, railing, and other outer part of the same messuage or dwelling-house, buildings, and premises, together also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND moreover shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term.

AND further that he the said (*lessee*) his exe-

LEASES.

Trustees under a
Power.

And paint, &c.
twice within
the term.

Covenant by
lessee to insure
against fire.

LEASES. **Trustees under a Power.** cutors, administrators, or assigns, shall and will immediately after the commencement of the said term hereby demised, at his and their own expense, insure the said messuage or tenement, erections, buildings and premises hereby demised, against loss from accidents by fire, in the insurance office in London, or in some other good and reputable office, to be approved of by the said (*lessors*) their heirs or assigns, or such other person or persons so entitled as aforesaid, in the joint names of the said (*lessors*) their heirs or assigns, or such other person or persons as aforesaid, and of the said (*lessee*) his executors, administrators, or assigns, in the full sum of £ at the least, and continue the same so insured, together with all other messuages or buildings which may be erected upon the ground or site thereof during the said term, in the said sum of £ , or such other sum as for the time being shall be sufficient for rebuilding and reinstating the said premises, in case the same shall be burnt down, demolished, or damaged by fire. **And produce vouchers.** **In default lessor may insure.** AND shall and will from time to time, at the request of the said (*lessors*) their heirs or assigns, or other person or persons to be so entitled as aforesaid, produce unto them receipts, acquittances, or other vouchers for the payment of such insurance for the then current year; and in default thereof that the said (*lessors*) or their heirs and assigns, or such other person or persons as aforesaid, shall or may insure the said premises in or for such sum as last aforesaid; and shall be repaid the cost and expense thereof by

the said (*lessee*) his executors, administrators, and assigns, on the next quarterly day for payment of the rent hereby reserved. AND it is hereby further agreed, that the sum which shall be recovered and paid by virtue of any such insurance or insurances shall forthwith and with all convenient speed be laid out and applied in or towards rebuilding, repairing, and reinstating the whole or such part of the said premises as shall happen to have been so destroyed or damaged; and moreover, that in case the sum which shall be insured upon the said premises shall be found to be insufficient for rebuilding, repairing, and reinstating the same in a good and substantial manner, then and in such case he the said (*lessee*) his executors, administrators, and assigns, shall and will pay and make up all and every such deficiency and deficiencies out of his own proper monies, and lay out and expend the same in such rebuilding, repairing, and reinstatement as aforesaid. AND also that it shall be lawful for the said [(*lessors*) trustee or trustees, or other person or persons aforesaid, their heirs or assigns, and such other person or persons as aforesaid,] or their or his surveyor properly authorized, either alone or with workmen or others twice in every year during the said term, (or oftener, if they or he shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement,

LEASES.

 Trustees under a
 Power.

 Power of entry
 to view repairs.

LEASES.

*Trustees under a
Power.*

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing being given to him or them, under the hands or hand of the said (*trustees*) or of the survivor of their or his heirs or their or his assigns, or of other the person or persons which may be so entitled as aforesaid, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that they the said (*lessor*) their heirs or assigns, and such other person or persons as aforesaid, or their or his servant or agent, shall or lawfully may, at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also

And to show
them to persons.

at any convenient time in the day-time, (giving at all times one day's previous notice thereof), show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same (1). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, (2) use, exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household-broker, dealer in old iron, farrier, working-cutler, chimney-sweeper, bagnio-keeper, coach-maker, blacksmith, whitesmith, cop-

LEASES.

Trustees under a Power.

Lessee not to permit offensive trades on the premises.

(1) If the lessors have other houses adjoining, the proviso, *Houses adjoining.*
ante, p. 104, n. (17), and p. 106, n. (19).

(2) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text, say, *Private house.*

“ Convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above.*

LEASES.

*Trustees under a
Power.*

persmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessors*) their heirs or assigns, or such other person or persons as aforesaid, first had, and obtained for that purpose. AND shall not nor will at any time during the said term, knowingly do, or cause to be done any other act or thing in or upon the said premises which may be or grow to the annoyance, nuisance, damage, disturbance, or prejudice, of the person or persons who for the time being may be entitled to the freehold or inheritance thereof, or of his, her, or their tenants.

Nor sales by
auction.

AND shall not nor will without such consent as aforesaid, make or suffer at or within the space of three months next before the expiration of the said term, any public sale or auction to be made in or upon the said messuage and premises, or any part thereof. AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby demised, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with by any act, deed, permission, or wilful default or sufferance of the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing)

Lessee not to
assign without
licence.

unto any person or persons whomsoever, without the licence and consent of the said (*lessors*) their heirs and assigns, or such other person or persons as aforesaid, first had and obtained under his or their hand for that purpose. AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessors*) their heirs or assigns, or such other person or persons as aforesaid, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed (1), and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ _____ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of _____ days next after any of the days or times hereinbefore appointed for pay-

LEASES.

Trustees under a Power.

Lessee will quit at the end of the term.
Power of re-entry on non-payment of rent, &c.

(1) See the form of a schedule of fixtures, *ante*, p. 93. 156. Schedul

LEASES.

*Trustees under a
Power.*

ment thereof, the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with, the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void, and the said (*lessors*) their heirs or assigns, or such other person or persons as aforesaid, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole,

*Bankruptcy,
Act. of lessee.*

(1) If the lease is to be void on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

and repossess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding; but which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. AND the said (*lessors*) as such trustees as aforesaid, and not further or otherwise, for themselves severally and respectively, and for their several and respective executors and administrators, but not jointly, or the one for the other of them, or the executors or administrators of the other of them, do hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained, as by him and them are to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and

LEASES.

Trustees under a Power.

Entry not to prejudice lessor's right of action, &c.

Quiet enjoyment on payment of rent, and performance of covenant.

LEASES.

Trustees under a
Power.

singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption whatsoever (1), of or by them the said (*lessors*) or any or either of them, (each covenanting severally as aforesaid), or any other person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or by him, them, any or either of them, or by or with his, their, or any of their acts, means, consent, procurement, or privity (2).

Payments made by lessor, or penalties incurred by lessee, to be in nature of rents.

PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made payable by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed

Lessor's title.

(1) If the lessor's title to the inheritance have not been satisfactorily ascertained, the lines within brackets may be omitted; and see *ante*, p. 88, n. (44), and p. 111, n. (24).

Lease determinable.

(2) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (23), p. 112, notes.

and considered in the nature of a rent or rents,
and be recoverable by distress or otherwise, in
like manner as the yearly rent or sum of £
hereinbefore reserved. IN WITNESS, &c.

SEALED, &c.

LEASES.

Trustees under a
Power.

LEASES.Guardian.

No. XXIX.

*Lease of a Messuage, &c. by a Guardian (1).*Variations *as below* (2).

THIS INDENTURE, made the day of

Brevity.

(1) A guardian in soccage (i. e. at common law), or by will, or elected by the infant after the age of fourteen, (but not a guardian for nurture only), may grant leases of the land, &c. of his ward for any term not exceeding the period of the infant's majority, see 12 Car. II. c. 24. Co. Litt. 8vo. 88, b. Vaugh. 18. 179. 2 Roll. Ab. 41, 129, 135. 2 Elem. Conv. 2d Edit. 376; and as this authority is derived from the law and not from the infant, the lease may be made in the name of the guardian alone; but in practice it is usual to make the infant also a party, that he may confirm the lease on his coming of age; as a lease made by an infant is not, (according to the better opinion), absolutely void, but only voidable by him when of age; see *ubi supra*, and Co. Litt. 8vo. 88, b. n. (16), and Cro. Jac. 55, 98.

Quære, whether four months after infant comes of age a reasonable time to avoid a lease granted during his minority, *Holmes v. Blegg*, 1 Moore, 466.

Underlease.

Public house.

Mill.

Unfinished house.

Building lease.

Country house.

Copyhold.

(2) If the lease be an underlease, see *ante*, No. X.

If it be of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, see *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

LEASES. of the said (*lessee*) his executors, administrators, and assigns, are to be performed or observed, **HE** the said (*guardian*) and also the said (*minor*) **HAVE** and **HATH** granted, demised, and leased, and by these presents **DO** and **DOTH** grant, demise, and lease, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so to be approved of as hereinafter is mentioned), **ALL** that messuage or tenement, and dwelling-house, &c. situated, &c. together with all and singular the [out-houses, buildings, coach-houses, stables, dove-houses, barns, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights and privileges of common of every kind, and all and singular other] rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises, now or heretofore belonging, or in any wise appertaining, or with the same or any of them now or heretofore lawfully holden, used, occupied, or enjoyed (1), except and always reserved unto the said (*minor*) and his guardian for the time being, for him the said (*minor*) and his heirs and assigns, all and all manner of timber and

Guardian.

Lessor grants, &c.

Parcels.

Exemption of timber trees.

Park, &c.

(1) If the lease be of a mansion, park, &c. add,

“ And also the stock of deer in the said park, the numbers, ages, and values whereof are mentioned and particularised in the account or inventory of the same hereunto annexed, marked and distinguished by the letter A, and signed by the said (*guardian*) (save and except, &c.)” *as above.*

timber trees, young saplings and other shoots or sprigs likely to become timber, now standing, growing, or being, or which at any time, or from time to time hereafter during the said term, shall or may stand, grow, or be in or upon the said demised premises, or any part thereof, with free liberty of ingress, egress, and regress, for the said (*lessor*) his heirs or assigns, or the lord of the said manor for the time being, or any or either of them, with or without servants, workmen or others, to come and go into, over, and upon the same premises, or any part thereof, to cut down, root up, and take and carry away the same, with horses, carts, carriages, or otherwise howsoever.

AND also to hunt, hawk, fish, and fowl, in and upon the said premises, or any part thereof, at all times, at his and their free will and pleasure (1).

TO HAVE AND TO HOLD the said messuage or tenement and dwelling-house, and all and singular other the premises hereby demised or leased, or mentioned, or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto and for the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved of as aforesaid) from the day of now last past, for and during the full and complete term of

LEASES.

Guardian.Liberty to
hunt, &c.To hold to the
lessee for the
term of
years.

(1) If the lessor have other houses adjoining, see *ante*, p. 96, Houses adjoining.
n. (5).

LEASES. years, thence next ensuing (1). **YIELDING AND**
Guardian. **PAYING** for the same yearly and every year during
 the said term (2), unto the said (*guardian*) or
 other the guardian or guardians for the time
 being of the said (*minor*) during his minority,
 and from and immediately thereafter unto the
 said (*minor*) his heirs and assigns, the rent or sum
 of £ of lawful money of that part of the
 United Kingdom of Great Britain and Ireland
 called England, by equal quarterly payments, on
 the day of , the day of
 , the day of , and the
 day of , in each year notwithstanding,
 and without any abatement or suspension for or
 by reason of fire or other accident, and that
 free and clear of and from the land tax, sewers'
 rate, and all manner of other taxes, rates, assess-
 ments, deductions, and abatements whatsoever,
 [whether already or at any time hereafter to be
 imposed upon or payable by the landlord or tenant
 thereof, for or in respect of the said premises or

Lease deter-
minable.

(1) If the lease is to be determinable on notice, &c. add,
 "Determinable nevertheless as hereinafter mentioned."

Pepper-corn.

(2) If in consideration of repairs done or to be done by the
 tenant, he is to have the premises rent free for the first year, or
 other portion of the term, add as *ante*, p. 97, n. (8), and see
ante, No. XV.

Cessation of
rent.

If the rent is to cease on the destruction of the premises by
 fire, add,

"Except as hereinafter mentioned."

any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not (1);] the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents.

LEASES.

Guardian.

AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*guardian*) and other the person or persons, guardian or guardians of the said (*minor*) for the time being, and with and to the said (*minor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the term hereby granted, well and truly pay or cause to be paid unto the said (*guardian*) or other the guardian or guardians of the said (*minor*) for the time being, during the minority of the said (*minor*) and from and after the said (*minor*) shall attain his age of twenty-one years, then unto him the said (*minor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days and in the manner hereinbefore mentioned or appointed for pay-

Covenant by
lessee to pay
the rent re-
served.

(1) Sometimes an additional rent is reserved by way of Penal rent. penalty in case of assignment, &c. without consent, in which case, see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

If it be agreed that the lessor shall insure the premises on the Lessor to insure
for lessee. part of the lessee, see *ante*, p. 98, n. (10).

LEASES.

Guardian.

ment thereof, and according to the true intent and meaning of these presents. AND, &c. &c. (1). AND also that it shall be lawful for the said (*lessor*)

Park, &c.

(1) Add covenant by lessee to pay taxes, repair, &c. &c. as *ante*, No. IX. p. 98.

If the lease be of a mansion-house, park, &c. add,

“ And also shall and will during the continuance of this demise, keep all the said gardens and hot-houses properly stocked, planted, weeded, gravelled, rolled, cleansed, and preserved; and also shall and will well and sufficiently improve, rail up, and preserve, all and every the shrubs, fruit-trees, plants, vines, and other trees now or hereafter to be standing, growing, or being in the said gardens and hot-houses, and as often as the same or any of them shall happen to die or decay, shall and will plant others in their places, of as good or better sort, in the room of those so dead or decayed as aforesaid; and also keep such of the ponds in the premises hereby demised, as are now stocked with fish, properly stocked therewith; and all the said hereby demised premises being so well and sufficiently repaired, upholden, sustained, cleansed, scoured, fenced, stocked, planted, weeded, gravelled, rolled, preserved, and kept in good order and repair, as aforesaid, together with all the household goods, furniture, implements of household and other things which are mentioned and specified in the said second schedule hereunto annexed, being the said inventory or particular marked B, he the said (*lessee*) his executors or administrators, shall and will at the end or other sooner determination of the said term of seven years, which shall first happen, peaceably and quietly yield, surrender, and deliver up, unto the said (*minor*) or his guardian, or other person or persons who at that time shall be entitled to the reversion or inheritance of the said demised premises, (reasonable use and wear of all the said premises, and casualties by fire in the meantime only excepted). AND also that he the said (*lessee*) his executors and administrators, shall and will from time to time, and at all times hereafter,

And to keep up
the stock of
decr.

his heirs or assigns, or his or their surveyor properly authorised, either alone or with workmen or others,

LEASES.

Guardian.

during the continuance of the said demise, take care of and ~~support~~ the stock of deer in the park hereby demised, and keep up ~~and~~ preserve the same, and kill and dispose of a part thereof only every year, according to the usual course of managing, breeding, ~~preserving~~, and killing deer, so and in such manner as that the stock of deer in the said park may yearly and every year be kept up to the same number, and of the same ages and values as the present stock of deer, or as near thereto as conveniently can be; and such stock of deer so kept and preserved in manner aforesaid, shall and will at the end or other sooner determination of the said term of seven years, which shall first happen, leave in the said park, and deliver up unto the said (*minor*) or his guardian, or other the person or persons who shall be then entitled to the freehold or inheritance of the same premises, to and for his or their use and benefit; and if such stock of deer shall, at the end or other sooner determination of this demise, which shall first happen, not being in equal number and value to the present stock of deer mentioned or specified in the said account or particular, marked A, as aforesaid; then and in such case he the said (*lessee*) his executors or administrators, shall and will pay unto the said (*minor*) or his guardian, or other person or persons who shall be then entitled to the said freehold or inheritance of the said hereby demised premises, to or for his or their use and benefit, such sum of money as shall make the value of the stock of deer at that time in the said park equal in value to the present stock of deer mentioned or specified in the said account or first schedule or particular, marked A, as aforesaid, unless such decrease of number, or deficiency in value, shall be occasioned by some pestilential or contagious disease or distemper which shall at any time during the continuance of this demise happen amongst the deer; and it is hereby declared and agreed, by and between the parties hereto, that

Or pay a sum equal to the deficiency.

If an increase of stock, lessee to receive an equivalent.

LEASES.Guardian.

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

twice in every year during the said term (or oftener if he or they shall see occasion) at reasonable times in the day-time, on giving one day's previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or

if the said (*lessee*) his executors or administrators, shall, during the continuance of this demise, duly and properly conduct and manage the stock of deer in the said park, according to the usual course of breeding, managing, preserving and killing deer; and there shall be at the end or sooner determination of this demise, which shall first happen, an increase in number and value of the stock of deer in the said park, which shall be so delivered up by him or them as aforesaid, then that the said (*minor*) or his guardian, or other the person or persons who shall then be entitled to the freehold or inheritance of the said demised premises, shall and will pay or cause to be paid unto the said (*lessee*) his executors or administrators, such sum of money as shall be equal to the additional or increased value of such stock of deer as shall be so delivered up as aforesaid, provided such stock of deer do not in the whole exceed the number of deer."



appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that he the said (*minor*) his heirs or assigns, or his said guardian or guardians, or his or their servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time (giving at all times one day's previous notice thereof,) show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same (1). AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted,

LEASES.

Guardian.

Lessor may affix notices at the end of the term.

And to show them to persons,

Lessee not to permit offensive trades on the premises.

(1) If the lessor have other houses adjoining, the proviso, Houses adjoining, *ante*, p. 104, n. (17), may be added here, and see *ante*, p. 106, p. (19).

LEASES.Guardian.

[use (1), exercise, or carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any or either of the trades or business of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastrycook, cheese-monger, poulterer, fishmonger, butcher, baker, fruit or herb-seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household broker, dealer in old iron, farrier, working cutler, chimney-sweeper, bagnio-keeper, coach-maker, blacksmith, white-smith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*minor*) his heirs or assigns, or his said guardian or guardians, first had and obtained for that purpose. AND shall not nor will without such consent as aforesaid, make or suffer at or within the space of three calendar months next before the expiration of the said term, any public sale or auction to be made in or upon the said

Nor sales by
auction.

Private house.

(1) If the lease be of a private house, and is not to be convertible into a shop, instead of the covenant in the text, say,

“ Convert or cause or suffer the said messuage or tenement and premises hereby demised, or any part thereof, to be converted into a shop or place of public or open sale of or for any goods, wares, merchandize, or commodities whatsoever, without the consent,” &c. *as above.*

messuages or tenements and premises, or any part thereof. Nor shall nor will at any time during the said term, convert the said messuage and premises, or any part thereof, into any other building, or suffer the same to be used for any other purpose than a dwelling-house, nor make any alterations in the plan or elevation thereof, nor take down or remove any fixtures or partitions in or upon the said premises, without the consent in writing of the said (*minor*) his heirs or assigns, or his said guardian or guardians for the time being. **AND** also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, during the term hereby granted, give, grant, demise, let, assign, set over, or part with the present indenture of lease, or the premises hereby demised, or any part or parcel thereof, or his or their estate, term, or interest therein, or any part thereof, or cause, procure, or occasion the same to be assigned, transferred, set over, or parted with, by any act, deed, permission, or wilful default or sufferance of him the said (*lessee*) his executors or administrators, (other than by his or their last will or testament in writing) unto any person or persons whomsoever, without the licence and consent of the said (*minor*) his heirs and assigns, or his said guardian or guardians, first had and obtained under his or their hand or respective hands for that purpose. **AND** moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peace-

LEASES.

Guardian.

Nor make alterations, &c.

Lessee not to assign without licence.

Lessee will quit at the end of the term.

LEASES.

Guardian.

Power of re-
entry on non
payment of
rent, &c.

ably and quietly leave, surrender, quit, and yield up unto the said (*minor*) his heirs or assigns, or his said guardian or guardians, or to whomsoever else he or they shall direct, all and singular the messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed (1), and also all other fixtures, buildings, and things which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects (reasonable use and wear thereof only excepted) (2). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let,

Schedule.
Distress.

- (1) See the form of a schedule of fixtures, &c. *ante*, p. 93, 156.
 (2) Here may be added a power of distress, as *ante* No. XIX. p. 302, n. (2); also No. XXI. p. 356.

or part with, or cause, procure, or occasion to be assigned or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, or any part thereof, without such licence and consent as hereinbefore is expressed, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), contrary to the true intent and meaning of these presents, then and in such case it shall be lawful for the said (*minor*) his heirs or assigns, or his said guardian or guardians, for and on his behalf, into and upon the said hereby demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, re-possess, and enjoy, as in his or their first and former estate, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed shall not defeat, impeach, or prejudice any right of action or other remedy which the said (*lessor*) his heirs or assigns, might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any

LEASES.

Guardian.

Entry not to
prejudice
lessor's right
of action, &c.

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22). Bankruptcy of lessee.

LEASES.**Guardian.**

Covenant by lessor for lessee's quiet enjoyment, on performance of covenants.

Payments made by lessor, or penalties incurred by lessee, to be in nature of rents.

rule of law to the contrary notwithstanding. AND the said (*guardian*) doth hereby for himself, his executors and administrators, covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the said rents and performing the covenants and agreements hereinbefore reserved and contained on the part and behalf of the said (*lessee*) his executors, administrators, and assigns, to be paid, kept, observed, and performed, shall and may peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the said demised premises, with their appurtenances, for and during the said term of years hereby demised, without any hindrance, molestation, or interruption whatsoever, of or by him the said (*guardian*) and (*minor*) or either of them, or any person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or by them, or either of them, or by or with his, their, or any of their means, consent, procurement, or privity. PROVIDED always, and it is hereby lastly agreed and declared, that all payments which shall or may be made by the said (*lessor*) his heirs or assigns, for or on the part of the said (*lessee*) his executors, administrators, or assigns, for repairing or insuring the premises hereby demised, or other matter or thing which by him or them is or ought to be made or done in relation thereto, and all penal and other sums hereby made pay-

able by him the said (*lessee*) his executors, administrators, or assigns, in respect of the same, shall be deemed and considered in the nature of a rent or rents, and be recoverable by distress or otherwise, in like manner as the yearly rent or sum of £ hereinbefore reserved(1). IN WITNESS, &c.

LEASES.

Guardian.

(1) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (23). Lease determinable.

LEASES.

Committee of
Lunatic.

No. XXX.

Lease of a capital Messuage, &c. by the Committee of a Lunatic, in pursuance of a Decree of the Court of Chancery (1).

Variations *as in marg. below* (2).

THIS INDENTURE of two parts, made the

(1) A committee cannot of his own authority make leases, or in any manner incumber the lunatic's estate without leave of the court, *Foster v. Merchant*, 1 Vern. 263, his office being merely official, in the nature of a bailiff or receiver *ex parte*, *Fitzgerald*, 2 Sch. and Lef. 439, and that without allowance for his trouble, *ex parte*, *Annesley Amb.* 78, anon, 10 Ves. 103; he may however cut down timber for repairs, *ex parte Ludlow*, 2 Atk. 407, *ex parte Bromfield*, 8 Brow. Ch. Ca. 510.

The care of the person and property of a lunatic is a trust reposed in the king by the statute 17 Ed. II. c. 9, 10, (*de prerogativa regis*) 2 Inst. 14. *Hume v. Burton*, 1 Ridg. 1 Ridgw. P. C. 213, *Ely's case*, *ib.* 519, 535, who discharged it by bailiff or committee appointed during pleasure by the person holding the great seal, *Fitzgerald*, Ca. 2 Sch. and Lef. 432, 442.

But by the 11 Geo. III. c. 20, lunatics, or the guardians or committees of their estates, are enabled by order of the court of Chancery to accept of surrenders of subsisting leases, and to grant new ones to persons having a right to such renewal. And by 43 *ib.* c. 75, s. 3, powers of leasing vested in persons having

day of _____, [(1) in the _____ year of the
 reign, &c. and] in the year of our Lord _____
 BETWEEN (*the committee*) of, &c. _____ com-
 mittee of the person and estate of (*the lunatic*) of
 the first part (2), the said (*lunatic*) of the second

LEASES.

Committee of
Lunatic.

a particular estate in lands, and afterwards becoming lunatic, may be exercised by such committee or committees in like manner; and by sec. 4, where such persons are seised of freehold or copyhold estates in fee-simple or fee-tail, or of an absolute estate in leaseholds, the Lord Chancellor may direct the committees of their estate to grant leases thereof, for and upon such terms, &c. as he shall deem for the benefit of the lunatic; which leases (sec. 5) shall be binding upon the lunatic, and all persons claiming through or under him, as if he had been of sound mind.

(2) If the lease be an underlease, see *ante*, No. X.

If of a furnished house, see *ante*, No. XI.

If of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

If of a farm, No. XVIII.

If of a prebend or tithes, *ante*, No. XIX.

If of mines or the like, *ante*, No. XX.

Underlease.

Furnished
house.

Public house.

Mill.

Unfinished
house.Building lease.
Country house.

Copyhold.

Farm.

Tithes.

Mines.

(1) If brevity be particularly desirable, such parts of the Brevity. lease as are within brackets may be omitted.

(2) If the lease be on the surrender, and in renewal of a former lease, it may, it should seem, be granted in the name of the lunatic himself, but not in general cases; see the acts cited above. It is indeed usual in all cases to make the lunatic a party with committee, but this is not necessary, as the acts above cited enable the committees alone to grant them.

LEASES. part, and (*the lessee*) of, &c. of the third
 part. **WHEREAS** by a decree or decretal order of
 the high court of Chancery, bearing date the
 day of , made on the petition of the
 said (*committee*) as committee as aforesaid, in
 pursuance of an act of parliament passed in the
 forty-third year of his late Majesty's reign, en-
 titled, "An act to authorise the sale or mortgage
 of the estates of persons found lunatic, and the
 granting of leases of the same," it was amongst
 other things ordered that it should be referred to
 (*the master*) one of the masters of the said court,
 to inquire and certify what leases, if any, it would
 be proper should be granted of any and what part
 of the estates of the said lunatic. **AND WHEREAS**
 the said master by his report made in the said
 cause, bearing date the day of last
 past, certified that he was of opinion, that it
 would be proper, and for the benefit of the said
 lunatic, that a lease should be granted (amongst
 others) to the said (*lessee*) of the capital messuage,
 farm, lands and tenements hereinafter described,
 who had proposed and agreed to take the same
 for the term of years, to be computed
 from the day of last, at the yearly
 rent of £ , and the said master was further
 of opinion that the said lease should contain on
 the part of the said lunatic, and of the said lessee
 respectively, the several covenants, provisos, and
 agreements therein mentioned, (and hereinafter
 contained) together with such other covenants
 and clauses as well on the part of the landlord or

*Committee of
Lunatic.*

Recital of order
of court of
Chancery.

Master's report.

lessor, as of the lessee, as are usually inserted in leases of the like nature in the neighbourhood of the said premises. AND WHEREAS by a subsequent order of the said court, bearing date the day of last past, the report of the said master was confirmed, and it was thereby referred to the said master to settle and approve of the several leases mentioned in the said report, to the several persons, and upon the terms and conditions therein mentioned, and it was further ordered that the said (*committee*) should execute the said leases on the part of the said lunatic, when so settled and approved. AND WHEREAS the said master hath allowed and approved of these presents, as appears by his report in that behalf, bearing even date herewith, of his approbation and allowance thereof, under his hand subscribed in the margin of the last skin of this indenture, and his name signed in the margin of each of the preceding skins thereof (1). Now

LEASES.

Committee of Lunatic.

Master's report confirmed.

Master's approval of the present lease.

WITNESS, in consideration of rents and covenants.

(1) Where conciseness is particularly desirable, the preceding recitals may be omitted; and the lease, after naming the parties, proceed, Brevity.

“ WITNESSETH that the said (*committee*) by virtue of an act passed in the forty-third year, &c. entitled, &c. And also by virtue of an order of the high court of Chancery of Great Britain, made on the petition of the said committee bearing date, &c. and in consideration of the rents and covenants hereinafter contained on the part of the said (*lessee*) HATH with the approbation of one of the masters of the said court of Chancery, to whom the

LEASES.

Committee of Lunatic.

Covenant by lessee to pay the rent reserved.

by fire or other accident, and) free and clear of and from the land tax, sewers' rate, and all manner of other taxes, rates, assessments, and deductions whatsoever, whether already or at any time hereafter to be imposed upon, or payable for or in respect of the said premises or any part thereof, and whether any future taxes, rates, or assessments, shall be in the nature or augmentation of those now in being or not; the first quarterly payment of which said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) and with and to such other person or persons who for the time shall or may be committee or committees of the estate of the said (*lunatic*) and also with and to the said (*lunatic*) his heirs and assigns, landlord or landlords for the time being, of the said messuage, &c. and premises hereby demised, in the manner following (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the continuance of the term hereby granted, well and truly pay or cause to be paid the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and

And taxes.

truly pay and satisfy the land and sewers' taxes, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable for or in respect of the said demised premises or any part thereof, or for or in respect of the said yearly rent hereby reserved, or any part thereof, and whether any future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also that he the said (*lessee*) his heirs and assigns, shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures as] all and singular [other] the inner parts of the premises hereby demised; and also all and singular the outside brick-work, plastering, slating, tiling, railing, pavement, and other outer part of the same messuage or dwelling-house, buildings and premises, and also all brick and other walls, hedges, ditches, gates, rails, fences, and inclosures

LEASES.

Committee of Lunatic.

And repair.

LEASES. to the said ground and premises belonging: **TOGETHER** also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns (1). **AND** moreover, shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term. **AND** also that it shall be lawful for the said (*lessor*) or other person or persons, committee or committees, or landlord or landlords for the time being of the said messuage and premises, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year

Committee of Lunatic.

And paint, &c. twice within the term.

Power of entry to view repairs.

Lessee not to rebuild.

(1) If the lessee is not to repair or rebuild in case of accidental fire, add,

“ Destruction or damage by fire only excepted.”

Houses adjoining.

If the lessor have other houses adjoining, see *ante*, p. 100, n. (15).

Landlord to repair.

If the landlord is to keep the premises, or any part of them, in repair, or to rebuild in case of their destruction by fire, &c. see *ante*, p. 101, n. (16).

during the said term, (or oftener if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also, at the same or any other time or times during the said term in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced (1). AND further, that he the said (*lessor*) or other person or persons, committee or committees, or landlord or landlords as aforesaid, or his or their servants or agents, shall or lawfully may at any time or times within the last three

LEASES.

 Committee of Lunatic.

And to take an inventory of fixtures.

Repairs to be done on notice.

Lessor may affix notices at the end of the term.

(1) Where it is agreed that the lessor shall keep any part of the premises in repair, see *ante*, p. 107, n. (21), and 108, notes. Lessor to repair.

LEASES.

Committee of
Lunatic.

Lessee will quit
at the end of
the term.

months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises, that the same will be to be letten at the expiration of the said term; and also at any convenient time in the day-time show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same (1). AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessor*) or other person or persons, committee or committees, or landlord or landlords as aforesaid, or as he or they shall direct, all and singular the said messuage or tenement, dwelling-house, land, ground, and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other buildings and fixtures which shall then be there-

Alterations.

(1) If the lessee is to be permitted or forbidden to make any alterations in the messuage, &c. see *ante*, p. 105, n. (19).

Licence.

If the lessee is not to assign without licence, see and add as *ante*, No. IX. p. 105.

upon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied) [or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said [premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents,] or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are required to be performed or observed (1), then and in such case, the said (*lessor*) or other person or persons, committee or committees, or landlord or land-

LEASES.

Committee of Lunatic.

Power of re-entry on non-payment of rent, &c.

(1) If it be intended that the lease shall be vacated by the death or the bankruptcy of the lessee, see *ante*, p. 109, n. (92). Bankruptcy, &c. of lessor.

LEASES.

Committee of Lunatic.

Entry not to prejudice lessor's right of action, &c.

Covenant for quiet enjoyment on payment of rent, &c.

lords, for the time being as aforesaid, shall or lawfully may, immediately upon or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and re-possess, retain, and enjoy the same, as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. But which entry, if made, it is hereby agreed, shall not defeat, impeach, or prejudice any right of action or other remedy which he or they might by law have had for arrears of rent, penal sums, or breach of covenant on the part of the said (*lessee*) his executors, administrators, or assigns, to be paid or performed in relation to the said premises, or any part thereof, if no such entry had been made, any rule of law to the contrary notwithstanding. And the said (*lessor*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he and they paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage, or dwelling-house, and all and singular other the premises hereby granted and demised, with their appur-

tenances, for and during the full and complete term of years hereby granted thereof, without any lawful denial, hindrance, molestation, or interruption, of or by him the said (*lessor*) or any other person or persons, lawfully claiming or to claim from, through, or under him, or by or through his acts, means, or default (1). IN WITNESS, &c.

LEASES.

*Committee of
Lanatic.*

I approve of and allow this indenture of lease as contained in this and preceding skins of parchment, as witness my hand this day of

A. B. (*the master*).

(1) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111, n. (23), and p. 112. Lease deter-
minable.

LEASES.

Mortgagor and
Mortgagee.

No. XXXI.

Lease of Estates in Mortgage, (by Mortgagor and Mortgagee) where no Power of leasing is reserved to the Mortgagor (1).

*Variations where a Power to lease is reserved.
Other Variations as below (2).*

THIS INDENTURE, of three parts, made
the day of , in the year, &c.

Power to lease. (1) If the mortgagor have a power to grant leases given to him by the mortgage deed, the lease will be similar to a lease from a common lessor, (the requisitions of the power only being observed) there being no necessity in such case for the mortgagee to be a party; but if he have no such power, the lease must be made by the mortgagee, he having the legal interest, with the concurrence of the mortgagor, who hath the equitable, and the rent reserved to the mortgagee, see *Keech v. Hall*, Dougl. 21. It has been a common mode to make the mortgagor demise, with the consent only of the mortgagee: but the simple assent of the mortgagee is ineffectual for the purpose of transferring an interest to the lessee. Nor will a lease made even by a mortgagee, (if without the mortgagor) and before foreclosure be good, although he be in possession under the mortgage, unless it be made as of necessity, and to avoid a loss to the mortgagee; see *Hungerford v. Clay*, 9 Mod. 1; and see also *Sel. Ca. Chaa. 55*; and *Manlove v. Ball* and another, 2 Vern. 84.

Furnished house. (2) If the lease be of a furnished house, see *ante*, No. XI.
Public house. If of a public house or tavern, No. XII.

and in the year of our Lord
 (*the mortgagee*) of, &c.
 (*the mortgagor*) of, &c.
 part, and (*the lessee*) of, &c.
 part. WHEREAS by indentures of lease and re-
 lease, bearing date respectively on or about the
 and days of which was in,
 the year , and made or expressed to be
 made between, &c. the said (*mortgagor*) for va-
 luable considerations therein mentioned, granted
 and released the messuage and lands hereinafter
 described, (amongst others) unto and to the use
 of the said (*mortgagee*) his heirs and assigns, sub-
 ject nevertheless to redemption on payment of the
 sum of £ and interest in the manner therein
 mentioned (1). AND WHEREAS the said (*lessee*)
 has agreed (2) with the said (*lessor*) with the ap-
 probation of the said (*mortgagee*) for a lease of

. BETWEEN LEASES.
 of the first part, Mortgagor and
 of the second Mortgagee.
 of the third Parties.
 Recital of
 mortgage.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, *ante*, No. XV.

If of a country house, *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

If of a farm, No. XVIII.

If of a prebend or tithes, *ante*, No. XIX.

If of mines or the like, *ante*, No. XX.

(1) If the mortgagor have a power to lease given him by the mortgage deed, add, Power to lease.

“ And in which said indenture is contained a proviso or agreement that,” &c. (*stating verbatim the words of the power*).

(2) If the lease be granted in pursuance of a previous written agreement, see *ante*, p. 95, n. (2). Prior agreement.

Mill.

Unfinished
house.

Building lease.
Country house.

Copyhold.

Farm.

Tithes.

Mines.

LEASES. the messuages and lands hereinafter described for
 the term of _____ years from the _____ day of
 _____ next, under and subject to the rents and
 covenants hereinafter contained, and the said
 (*mortgagee*) has agreed to grant and concur in
 the same, in the manner hereinafter expressed.

WITNESS, in consideration of rent, &c. NOW THIS INDENTURE WITNESSETH, that for and
 in consideration of the yearly rent hereinafter
 reserved, and of the covenants and agreements
 hereinafter contained, on the part of the said
 (*lessee*) his executors, administrators, and assigns,
 to be paid, observed, and performed respectively
 (1), HE the said (*mortgagee*) at and by the re-
 quest and appointment of the said (*mortgagor*)
 testified by his being a party to and sealing and
 delivering of these presents (2), HATH demised
 and leased, and by these presents DOTH demise
 and lease, and the said (*mortgagor*) HATH granted,
 demised, leased, and ratified, and confirmed by
 these presents, DOTH grant, demise, lease, ratify,
 and confirm, unto the said (*lessee*) his executors,
 administrators, and assigns, (such assigns being
 so to be approved as hereinafter is mentioned),
 ALL that messuage or tenement, &c. situated, &c.
 together with all and singular the [houses, out-
 houses, buildings, yards, cellars, areas, vaults,

The mortgagee
demises.

And mortgagor
confirms.

The parcels.

Money expend-
ed in repairs.

Power.

(1) If the tenant has expended, or has agreed to expend, a sum of money in repairing the premises, see *ante*, p. 95, n. (3).

(2) If the mortgagor have a power of leasing, state here the requisites to the exercise of such power, as,

“ By this indenture sealed and delivered in the presence of,” &c. (*as the case may be*).

benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses], rights, privileges, easements, advantages, and appurtenances whatsoever, to the said messuage or tenement, and premises belonging, or with the same now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c.) (1). To HAVE AND TO HOLD the said messuage or tenement, &c. and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved as aforesaid), from the day of now last past, for and during the full and complete term of years, thence next ensuing (2). YIELDING AND PAYING for the same yearly and every year, during such part of the said term hereby demised, as the said premises shall remain in mortgage as aforesaid, (except as hereinafter is mentioned), unto the said (*mortgagee*) (3), his

LEASES.

Mortgagor and Mortgagee.

To HOLD to the lessee for the term of years.

At the net yearly rent of £

(1) If the lessor have other houses adjoining, see *ante*, p. 96.

(2) If the lease is to be determinable on notice, say, "Determinable nevertheless as hereinafter is mentioned."

(3) If the mortgagor have a power to lease, the reservation will be solely to the mortgagor, his heirs and assigns, unless otherwise required by the power; or the reservation of the rent may be,

"Unto the said (*mortgagee*) his heirs and assigns, (subject to such right or equity of redemption as the said premises shall for the time being be subject or liable to)."

Houses adjoining. Lease determinable.

Power to lease.

LEASES.**Mortgagor and
Mortgagee.**

heirs and assigns, the clear yearly rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, and from and after payment and satisfaction of the said mortgage, and all sums due thereon, then YIELDING AND PAYING yearly and every year during the then residue of the said term the like yearly rent or sum of £ unto the said (*mortgagor*) his heirs and assigns; the same to be paid by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land tax, sewers' rate, and all manner of other taxes, rates, assessments, deductions, or abatements whatsoever, [whether already or at any time or times hereafter to be payable by the landlord or tenant thereof, for or in respect of the said premises, or any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not, and whether any abatement or suspension by reason of damage or destruction by fire or otherwise (1), the first quarterly payment of which said yearly

Cessation of rent.

(1) If the rent is to cease in case of the destruction of the premises by fire, see *ante*, p. 97, n. (7), 101, n. (16).

Pepper-corn rent.

If in consideration of repairs done or to be done by the tenant, he is to have the premises rent free for the first year, or other portion of the term, see *ante*, p. 97, n. (8).

Penal rent.

Sometimes an additional rent is reserved by way of penalty in case of assignment without consent, in which case see *ante*, p. 97, n. (9).

LEASES.**Mortgagor and
Mortgagee.****And taxes.****Covenant by
lessee to repair.**

meaning of these presents. AND also well and truly pay and satisfy the land tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise], which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*mortgagor*) or (*mortgagee*) or either of them, their, or either of their heirs or assigns, in respect thereof, [and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not]. AND also (1) that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fix-

**Lessor to
repair.**

(1) If the lessors are to keep the premises or any part of them in repair, or to rebuild in case of their destruction by fire or otherwise, see *ante*, p. 100, n. (14); 101, n. (16).

tures, as] all and singular [other] the inner parts of the premises hereby demised; as also all and singular the outside brick-work, plastering, slating, tiling, railing, and other outer part of the same messuage or dwelling-house, buildings, and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. [AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner at the end of the first and years respectively of the said term, all and singular such part of the said premises as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises at the end of the first and years of the said term.]

AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will, &c. (*Add covenant by lessee to insure, &c. if it be so agreed*) (1). AND also that it shall be lawful for the said (*mortgagee*) and (*mortgagor*) or either of them, or the heirs or assigns of either of them, or his or their surveyor properly authorized, either alone or with workmen or others, twice in every year during the said term (or oftener if he or they

LEASES.

Mortgager and Mortgagee.

And paint, &c. twice within the term.

Covenant by lessee to insure against fire.

Power of entry to view repairs.

(1) See such covenant, *ante*, p. 101.

LEASES.

Mortgagor and
Mortgagee.

shall see occasion) at seasonable times in the day-time, on giving three days previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house, and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof.

And to take
an inventory
of fixtures.

AND also at the same or any other time or times, during the said term, in like manner to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case

Repairs to be
done on notice.

any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures, shall be there found or appear, he the said (*lessee*) shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that they the said

Lessor may
affix notices at
the end of the
term.

(*mortgagee*) and (*mortgagor*) or either of them, their, or his heirs or assigns, or their or his servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set

And to show
them to persons.

up a printed or other notice upon any conspicuous part of the said demised premises, (not being upon any window or door thereof), that the said premises will be to be letten at the expiration of the said term; and also at any seasonable time in the

day-time, (giving at all times one day's previous notice thereof), show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the term hereby granted, without the express consent in writing under the hands of the said (*mortgagee*) and (*mortgagor*) or one of them, or of their or his heirs or assigns, first had and obtained for that purpose, convert the said messuage, tenement, or dwelling-house, or other the premises hereby demised, or any part thereof, into a shop, warehouse, shed, or place of sale for goods or merchandize of any kind whatsoever, nor open, or use, or suffer the same to be opened or used for any other purpose than a dwelling-house (1). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will without the licence and consent of the said (*mortgagee*) and (*mortgagor*), or their respective heirs and assigns, in writing under his or their hand or hands first had and obtained for that purpose, demise, let, &c. (*Add restriction against assignment, if so agreed*) (2). AND moreover, that he the said (*lessee*) his executors, administrators, and assigns,

LEASES.

Mortgagor and Mortgagee.

Lessee will not make alterations.

Lessee not to assign without licence.

Lessee will quit at the end of the term.

(1) And see *ante*, p. 104, notes; if the lessor be owner of either houses adjoining, see *ante*, p. 106, n. (19). Houses adjoining.

(2) See *ante*, p. 104.

LEASES.Mortgagor and
Mortgagee.Covenant for
quiet enjoy-
ment on pay-
ment of rent,
&c.

shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up unto the said (*mortgagor*) and (*mortgagee*) or one of them, their, or his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the messuage or tenement, dwelling-house, and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures, and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted) (1). AND the said (*mortgagor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tene-

(1) If the lessor is to repair, see *ante*, p. 107, n. (21).

ment, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years hereby granted (1), without any lawful denial, hindrance, molestation, or interruption whatsoever (2). PROVIDED ALWAYS, and these presents are upon this express condition, nevertheless, that if the said yearly rent of £ _____ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of _____ days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied), or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are hereby required to be

LEASES.

*Mortgagor and
Mortgagee.*

Power of re-
entry on non-
payment of
rent, &c.

(1) If the lease is to be determinable upon notice, see *ante*, p. 111, n. (24). Lease determinable.

(2) If there be an exception, as against fire in the lease, insert here a covenant by the lessor that he will rebuild, &c. see *ante*, p. 108. Fire.

LEASES.Mortgagor and
Mortgagee.

performed or observed (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinbefore contained, shall wholly cease and be void; and the said (*mortgagor*) and (*mortgagee*), or either of them, their or his heirs or assigns, shall or lawfully may, immediately upon or at any time after such breach, non-observance, or non-performance, enter into and upon the said premises, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

Bankruptcy,
&c. of lessee.

(1) If it be intended that the lease shall be void on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

LEASES.

By Joint-tenants,
&c.

No. XXXII.

*Lease by two Persons holding in Joint-tenancy or
Co-parcenary.*

Variations *where they are Tenants in Common* (1).
Other Variations as below (2).

THIS INDENTURE, of three parts, made the

(1) Joint-tenants, tenants in common, and co-parceners may ^{Joint-tenants, &c.} join in making a lease of their interests to a stranger, or they may demise their respective shares either to strangers or to each other. See Co. Lit. 186. a. But if joint-tenants join in a lease it will be but one lease of the interests, they having amongst them but one freehold; but if tenants in common join in a lease, it will be several leases of their respective parts, 2 Roll. Ab. b. 4. And such lease by joint-tenants will be binding on the survivor, even though the lessor should die before his co-tenant, or before the commencement of the term, Co. Lit. 185, a. Clerk *v.* Turner, 2 Vern. 323, as such lease operates as a severance pro tanto of the land, Lit. s. 302, Co. Lit. 191, b. and see 2 Elem. Conv. 3d Edit. p. 389.

(2) If the lease be of a furnished house, see *ante*, No. XI.

If of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

Furnished
house.

Public house.

Mill.

Unfinished

house.

Building lease.

Country house.

Copyhold.

LEASES. day of [in the year, &c. and] in the
 year of our Lord . BETWEEN (*one of the*
lessors) of, &c. of the first part, (*the other*
lessor) of, &c. of the second part, and (*the*
lessee) of, &c. of the third part. WHEREAS,
 &c. (1) AND WHEREAS the said (*lessee*) has agreed
 with the said (*lessors*) for a lease of the messuages
 and lands hereinafter described for the term of
 years, under and subject to the rents and
 covenants hereinafter contained. Now THIS IN-
 DENTURE WITNESSETH, that for and in considera-
 tion (2) of the yearly rent hereinafter reserved,
 and of the covenants and agreements hereinafter

PARTIES.
 RECITALS.
 WITNESS, that
 in consideration
 of the rent, &c.

Farm. If of a farm, *ante*, No. XVIII.
 Tithes. If of a prebend or tithes, *ante*, No. XIX.
 Mines. If of mines or the like, *ante*, No. XX.
 Recitals. (1) Here may be shortly recited the deed or will by which
 the lessors derive their title.
 Prior agree- If the lease be granted in pursuance of a previous written
 ment. agreement, such agreement may be here recited, as *ante*, p. 95,
 n. (2).
 Money expend- (2) If the tenant has expended or has agreed to expend a sum
 ed in repairs. of money in repairing the premises, see *ante*, p. 95, n. (3).
 Lessors tenants If the lessors be tenants in common or co-parceners, say,
 in common. "He the said (*one lessor*) HATH granted, demised, and
 leased, and by these presents DOTH grant, demise, and lease,
 unto the said (*lessee*) his executors, administrators, and as-
 signs, one undivided moiety or half part, the whole into two
 equal parts being considered as divided, &c. And the said
 (*other lessor*) HATH granted, demised, and leased, and by
 these presents DOTH grant, demise, and lease, unto him the
 said (*lessee*) his executors, administrators, and assigns, one
 other or the remaining undivided moiety or half part, of and
 in all," &c.

contained, on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid, observed, and performed respectively, **THEY** the said (*lessors*) [**HAVE** and each of them **HATH** granted, demised, and leased, and by these presents] **Do** and each of them **DOTH** grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being so to be approved as hereinafter is mentioned), **ALL** that messuage or tenement, &c. situated, &c. with all and singular the [out-houses, buildings, yards, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses,] rights, privileges, easements, advantages, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or with the same now or heretofore lawfully holden, used, occupied, or enjoyed; (except, &c.) (1). **TO HAVE AND TO HOLD** the said messuage or tenement, &c. and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, (such assigns being to be so approved as aforesaid) from the day of now last past, for and during the full and complete term of years,

LEASES.

By Joint-tenants,
&c.Lessors grant,
&c.

The parcels.

To HOLD to the
lessor for the
term of
years.

(1) If the lessors have other houses adjoining, see *ante*, p. 96, Houses adjoining.
n. (5).

LEASES. thence next ensuing (1); **YIELDING AND PAYING**
 By *Joint-tenants,* for the same yearly and every (2) year, during the
 &c. said term, unto the said (*lessors*) and their heirs,
 At the yearly the rent or sum of £ (3), of lawful money
 rent of £ of that part of the United Kingdom of Great Bri-
 clear of taxes. tain and Ireland called England, by equal quarterly
 payments on the day of , the
 day of , the day of ,
 and the day of , in every year, free
 and clear of and from the land and sewers' tax,
 and all manner of other taxes, rates, assessments,
 deductions and abatements whatsoever, [whether
 already or at any time hereafter to be imposed
 upon or payable by the landlord or tenant thereof,
 for or in respect of the said premises, or any part
 thereof, and whether any such future taxes, rates,
 or assessments shall be in the nature of those now
 being or not]; the first quarterly payment of
 which said yearly rent or sum of £ is to be

Lease deter-
minable.

(1) If the lease is to be determinable on notice, add,
 "Determinable nevertheless as hereinafter is mentioned."

Pepper-corn
rent.

(2) If in consideration of repairs done or to be done by the
 tenant, he is to have the premises rent free for the first year, or
 other portion of the term, *ante*, p. 97, n. (8).

Lessors tenants
in common.

(3) Or the *reddendum* may be several, if the *lessors* be tenants-
 in common or coparceners,

"**YIELDING AND PAYING**, &c. unto the said (*one of the lessors*) the sum of £ of, &c. being one moiety or equal half part of the said yearly rent or sum of £ and yielding and paying, &c. unto the said (*other lessor*) the sum of £ of like lawful and current money, being the other or remaining moiety or half part of the said yearly rent, and clear and free," &c. (*as above*.)

LEASES.**By Joint-tenants,
&c.**

said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessors*) or either of them, their heirs or assigns, in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also (1) that he the said (*lessee*) his executors, administrators, and assigns, shall and will, &c. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will, &c. (*covenant by lessee to insure if so required*) (2). AND also, that it shall be lawful for the said (*lessors*) their heirs or assigns, or any or either of them, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term, (or oftener if he or they shall see occasion), at reasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house, and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also, at the same or any other time or times, during the said term, in like manner to

**Covenant by
lessee to repair.****Covenant by
lessee to insure
against fire.****Power of entry
to view repairs.****And to take an
inventory of
fixtures.****Lessors to re-
pair.**

(1) And where the lessors are to keep the premises or any part of them in repair, or to rebuild in case of their destruction by fire or otherwise, see *ante*, p. 101—107.

(2) See *ante*, p. 101.

enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that they the said (*lessors*) their heirs or assigns, or any or either of them, or their or his servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of _____ years hereby demised, affix or set up a printed or other notice, upon any conspicuous part of the said demised premises, (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time (giving at all times one day's previous notice thereof,) show the said demised premises, or part thereof, or go over the same, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, and to view or see the same (1).

LEASES.

By Joint-tenants,
&c.Repairs to be
done on notice.Lessors may
affix notices at
the end of the
term.And to show
them to persons.

(1) If the lessors have other houses adjoining, the proviso, Houses adjoining.
ante, p. 106, may be added here.

LEASES.

*By Joint-tenants,
&c.*

*Lessee not to
convert the pre-
mises into a
shop.*

*Lessee not to
assign without
licence.*

*Lessee will quit
at the end of
the term.*

AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said term hereby granted, without the express consent in writing under the hand or hands of the said (*lessors*) their heirs or assigns, first had and obtained for that purpose, convert the said messuage, tenement, or dwelling-houses, or other the premises hereby demised, or any part thereof, into a shop, warehouse, shed, or place of sale for goods or merchandize of any kind whatsoever (1). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, &c. (*covenant by lessee not to assign without licence*) (2). AND moreover that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of _____ years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessors*) their heirs and assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures, and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or

Trade.

(1) If the lessee be in trade, see *ante*, p. 104.

(2) See *ante*, p. 104.

thereunto belonging in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted)

(1). AND the said (*lessors*) for themselves, jointly and severally, and for their respective heirs, executors, and administrators, do hereby covenant, promise, and agree (2), with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing the several covenants and agreements hereinbefore contained, by him and them to be performed or observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years, hereby granted thereof (3), without any lawful denial, hindrance, molestation, or interruption whatsoever (4); and that they the

LEASES.

By Joint-tenants,
&c.

Covenant for
quiet enjoyment
on payment of
rent, &c.

(1) If the lessors are to repair, see *ante*, p. 107.

(2) If the lessors be tenants in common or co-parceners, each may enter into separate covenants for quiet enjoyment, "as to and concerning the moiety, estate, and interest, of him the said," &c.

(3) If the lease be intended to be determinable on death or bankruptcy, see *ante*, p. 109; if on notice, see *ante*, p. 111.

(4) If there be an exception as against fire in the lease, insert here a covenant by the lessors to rebuild, &c. See *ante*, p. 107.

Repairs.

Lessors tenants
in common, &c.

Lease deter-
minable.

Fire.

LEASES.By Joint-tenants,
&c.Power of re-
entry on non-
payment of
rent, &c.

said (*lessors*) their heirs and assigns, shall and will at all times hereafter upon the reasonable request of the said (*lessee*) his executors, administrators, or assigns, do all such further acts and things as any counsel in the law, of the degree of a barrister, shall deem requisite for insuring such quiet enjoyment as aforesaid. PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or made payable, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for the payment thereof, (the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied), [or if the said (*lessee*) his executors, administrators, or assigns, do or shall assign, set over, let, or part with, or cause, procure, or occasion to be assigned, letten, or otherwise parted with the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents,] or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are required to be performed or observed, then and from thenceforth this present demise or lease, and the covenants for quiet enjoyment, and further assurance hereinbefore contained, shall

wholly cease and be void, and the said (*lessors*) their heirs and assigns, shall or lawfully may, immediately upon or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. IN WITNESS, &c.

LEASES.

By Joint-tenants,
&c.

LEASES.

*By Executors,
&c.*

No. XXXIII.

Lease by Executors or Administrators in Pursuance of an Agreement entered into by their Testator or Intestate (1).

Variations where a Legatee or other person beneficially interested in the Premises joins.

Where the Lease is by an Heir in Pursuance of an Agreement by his Ancestor.

Other Variations as below (2).

THIS INDENTURE made the _____ day of _____

Executors, &c.
to perform their
testators' agree-
ment.

(1) Executors or administrators who have estates for years vested in them in right of their *testator* or *intestate*, will be compellable to carry into execution any agreement entered into respecting them by their testator, &c. and for want of any such agreement, may demise, or otherwise dispose of them at their own discretion.

Underlease.

(2) This being an underlease, see also notes, &c. to No. X. *ante*, p. 114, *et seq.*

Furnished house.

If the lease be of a furnished house, see *ante*, No. XI.

Public house.

If of a public house or tavern, No. XII.

Mill.

If of a mill, *ante*, No. XIII.

Unfinished house.

If of an unfinished house, see *ante*, No. XIV.

Building lease.

If it be a building lease, see *ante*, No. XV.

Country house.

If of a country house, *ante*, No. XVI.

Copyhold.

If the premises be copyhold, *ante*, No. XVII.

Farm.

If of a farm, No. XVIII.

Tithes.

If of a prebend or tithes, *ante*, No. XIX.

Mines.

If of mines or the like, *ante*, No. XX.

[in the _____ year of the reign, &c. and] in the year of our Lord _____ . BETWEEN _____ (the executors) of, &c. (Executors named _____ and appointed in and by the last will and testament of _____ late of, &c. deceased) (1) of the one part, and (the lessee) of, &c. _____ of the other part (2). WHEREAS, by articles of agreement, bearing date the _____ day of _____ last past, and expressed to be made between the said (testator) deceased, of the one part, and the said (lessee) of the other part, the said (testator) covenanted and agreed to execute unto the said (lessee) his executors, administrators, or assigns, on or before the _____ day of _____ then next ensuing, a valid demise or lease of the messuage, &c. herein-after described for the term of _____ years, from Michaelmas day, then and now last, at the clear yearly rent of £. _____ , and subject to the covenants, provisos, and agreements hereinafter contained. AND WHEREAS the said (testator) departed this life, on or about the _____ day of _____ last past, having previously made and published his last will and testament in writing, bearing date the _____ day of _____ , whereby amongst other things he

LEASES.

By Executors. &c.

Parties.

Recital of agreement for a lease.

Death of testator.

(1) If the lease be granted by the heir at law or co-heiresses Heir. of the ancestor, say,

“Heir or co-heiresses at law of _____ late of, &c. deceased.”

And his will, if any, need not be recited.

(2) If the premises be specifically bequeathed and the legatee Legatee party. be party, but which is not essential, make him so of the second part.

LEASES.By Executors,
&c.

gave and bequeathed all and singular the messuages, lands, tenements, and hereditaments of what nature or kind soever, and wheresoever situated, which he should be possessed of or entitled to, or over which he should have a disposing power at the time of his decease, unto the said (*lessors*) their executors, administrators, and assigns, upon certain trusts therein particularly expressed, (*or as the case may be*) and appointed them the said (*lessors*) executors of his said will (1).

Probate of will.

AND WHEREAS the said (*testator*) departed this life without altering or revoking his said will, and the same was soon after his decease duly proved by the said (*lessors*) in the Prerogative Court of the Archbishop of Canterbury. AND WHEREAS, &c. (2). AND WHEREAS the said (*lessee*) has requested the said (*executors*) to execute a lease to him of the said premises in pursuance of, and upon the terms and conditions expressed in the said in part recited articles of agreement (3). NOW THIS INDENTURE WITNESSETH, that in pursuance and execution of the hereinbefore in part recited articles of agree-

WITNESS, in
consideration of
rent, &c.

Legatee.

(1) If there be a specific legatee of the premises subject to the trusts of the will or entitled to the money to arise by sale or the like, recite these circumstances.

(2) Here may be recited the lease under which the *testator* held, as *ante*, p. 115.

Legatee.

(3) If the legatee or person beneficially interested in the premises be party, recite,

“ And whereas the said (*legatee, &c.*) at the request and for the greater satisfaction of the said (*lessee*) hath agreed to join in the said lease in the manner hereinafter expressed.”

ment and in consideration of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid and performed respectively (1); THEY the said (*lessors*) (2) as such executors of the last will and testament of (*the testator*) deceased as aforesaid, and by virtue of the authority vested in them, and of all or any other powers or authorities in any wise enabling them thereunto, HAVE and each of them HATH demised and leased, and by these presents Do and each of them DOTH demise and lease, unto the said (*lessee*) his executors, administrators, and assigns, [such

LEASES.

By Executors,
&c.

Lessors demise.

(1) If a consideration be paid for the lease, see *ante*, p. 116.

Consideration.

(2) Or (*if so*) "such heir at law of the said ancestor deceased." If a legatee or other person beneficially interested in the premises join, add,

Heir at law or
legatee.

"With and by the privity, consent, and approbation of the said (*legatee, &c.*) testified by his being a party to and signing and sealing these presents."

And if the lease be granted by a specific legatee say,

Lease by le-
gatee.

"He the said (*legatee*) and at the request and by the direction of the said (*executors*) and each of them testified by their respectively being parties to, and signing and sealing these presents, HATH granted, demised, and leased, and by these presents, DOTH grant, demise, and lease and they the said (*executors*) and each of them HAVE and HATH, &c. and by these presents Do and DOTH ratify and confirm unto the said (*lessee*) his executors, administrators, assigns," &c. *as above*.

The assent of the executors being required, notwithstanding a specific devise of the premises to another, because the chattel interests of the testator vest in them, by operation of law for the payment of debts.

LEASES.

By Executors,
&c.

Parcels.

To hold to
lessee for
years.

assigns being with the licence and consent as hereinafter is expressed] ALL that, &c. and all houses, outhouses, yards, gardens, backsides, ways, paths, passages, lights, waters, watercourses, profits, commodities, easements, advantages, and appurtenances whatsoever to the said méssuage or tenement, pieces or parcels of land or ground, and premises belonging, or in anywise appertaining, or therewith now or heretofore used, occupied, or enjoyed, (except, &c.); and also a true and attested copy, when and as often as the said (*lessee*) his executors, administrators, and assigns, shall require the same, of the said in part recited indenture of lease of the day of ; the same when first required to be made at the expense of the said (*lessors*) executors, as aforesaid, but all future copies to be made at the expense of the (*lessee*) his executors, administrators, or assigns. TO HAVE AND TO HOLD the said messuage or tenement, piece or parcel of land or ground, and all and singular other the premises hereby demised and leased, or mentioned or intended so to be, with their respective rights, members, easements, and appurtenances, unto the said (*lessee*) his executors, administrators, and assigns, [such assigns being with such licence as aforesaid] from the day of now last past, for the free term of years, thence next ensuing, and fully to be complete and ended (1), free and clear, freed

Lease determinable.

(1) If the lease is to be determinable on notice, &c. add,
“ Determinable nevertheless as hereinafter is mentioned.”

and absolutely exonerated or indemnified from the rents, covenants, and agreements, in or by the said in part recited indenture of lease reserved and contained, which by or on the part of the said (*present lessor*) his executors, administrators, or assigns, are required to be paid, performed, or observed, as in and by the said hereinbefore in part recited articles of agreement, of the

day of _____ is expressed concerning the same, and according to the true intent and meaning of the said agreement. YIELDING AND PAYING therefore yearly and every year during the said term, unto the said (*lessors*) (or unto such other person or persons who under or by virtue of the said in part recited will of the said (*testator*) deceased or otherwise shall for the time being be entitled to the same) the rent or sum of £ _____ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, on [the four most usual days of payment of rent in the year (that is to say)] the _____ day of _____, the _____ day of _____, and the _____ day of _____, in every year, by even and equal payments, without making any deduction or abatement out of the same for or by reason of the land tax, sewers' rate, or any other taxes, rates, or assessments whatsoever, whether already taxed, charged, or imposed upon the said demised premises, or any part thereof, or which may at any time hereinafter during the said term be assessed or imposed thereupon, or payable in respect of the same, or upon or in respect of the

LEASES.

By Executors,
&c.At the yearly
rent of £

LEASES. said yearly rent of £ or any part thereof,
 By Executors, by act of parliament, or otherwise howsoever, and
&c. whether any such future taxes, rates, or assess-
 ments, or any of them, shall be in the nature
 of those now in being or not, the first quarterly
 payment of the said yearly rent to be made
 on the day of next ensuing the
 date of these presents. AND the said (*lessee*) doth
 hereby for himself, his heirs, executors, and admini-
 strators, covenant, promise, and agree with and to
 the said (*lessors*) (1) and other the person or per-
 sons who for the time being shall or may be
 entitled to the said premises for the then residue
 of the term hereby demised, in the manner follow-
 ing, (that is to say) that he the said (*lessee*) his
 executors, administrators, and assigns, shall and
 will from time to time, and at all times during the
 continuance of the said term, well and truly pay,
 or cause to be paid [unto the said (*lessors*) or unto
 such other person or persons who shall, for the
 time being, be entitled as aforesaid,] the said
 clear yearly rent or sum of £ in the

Covenant by
 lessee for pay-
 ment of the
 rent and taxes.

Legatee, &c.
 party.

(1) Or if a person beneficially interested be a party,

“AND also with and to the said (*legatee*) his executors,
 administrators, and assigns,” *as above*.

Covenants.

Care should be taken on the part of the lessors that the lease
 granted contain on the part of the lessee similar covenants to
 those entered into by the testator.

Heir.

And if the lease be granted by the heir or co-heiress in pur-
 suance of an agreement by the ancestor, make the covenant with
 the “heirs and assigns” instead of the “executors and admini-
 strators,” or of “such other person or persons,” &c. where these
 words occur.

manner, and on the days and times hereinbefore appointed for the payment thereof. AND also well and truly pay and satisfy the land-tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessors*) or such other person or persons as aforesaid, in respect thereof, and whether any such future taxes, rates, duties, or assessments, shall be in the nature of those now in being or not. AND also, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at all times, and from time to time during the continuance of the term hereby demised, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, as also all and singular the

LEASES.

By Executors,
&c.

And taxes.

Covenant by
lessee to repair.

LEASES.

By Executors,
&c.

And paint, &c.
twice within the
term.

Covenant by
lessee to insure
against fire.

Power of entry
to view repairs.

outside brickwork, plastering, slating, tiling, railing, and other the outer parts of the same messuage or dwelling-house, buildings, and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND moreover, shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and ironwork of the said premises, at the end of the first and years of the said term. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will &c. (*covenant to insure if so required*) (1). AND also, that it shall be lawful for the said (*lessors*) or any or either of them, their or his executors, administrators, or assigns, and any such other person or persons as aforesaid, or his or their surveyor properly authorised, either alone or with workmen or others, twice in every year during the said term (or oftener if he or they shall see

(1) See such covenant *ante*, p. 129.

occasion) at seasonable times in the day-time, on giving three days previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also at the same or any other time or times during the said term in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. And that in case any defect or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, and assigns, shall and will upon notice thereof in writing being given to him and them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that they the said (*lessors*) and such other person or persons as aforesaid, or any or either of them, his or their servant or agent, shall or lawfully may at any time or times within three months next preceding the expiration or other determination of the said term of years hereby demised, affix or set up a printed or other notice, upon any conspicuous part of the said demised premises (not being upon any window or door

LEASES.

By Executors,
&c.

And to take an
inventory of
fixtures.

Repairs to be
done on notice.

Lessors may
affix bills, &c.

LEASES.

By Executors,
&c.

And to show
them to persons.

Lessee not to
permit offensive
trades on the
premises.

Lessee not to
assign without
licence.

Lessee will quit
at the end of
the term.

thereof), that the said premises will be to be letten at the expiration of the said term ; and also at any convenient time in the day-time, (giving at all times one day's previous notice thereof), show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, &c. (*not to permit offensive trades, &c.*) (1). AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby grant, demise, let, &c. (*not to assign, &c. without licence*) (2). AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessors*), or such other person or persons as aforesaid, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house and premises hereby demised, and other the erections and buildings then being thereupon, without any force, compulsion,

(1) See such covenant *ante*, p. 127.

(2) See such covenant *ante*, p. 104.

action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). PROVIDED always, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of days next after any of the days or times hereinbefore appointed for payment thereof, the same being lawfully demanded upon or at any time after the expiration of twenty-one days next after the same shall become due, and shall not then be fully paid up and satisfied; or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with the said premises or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them

LEASES.

 By Executors,
 &c.

 Power of re-
 entry on non-
 payment of rent,
 &c.

LEASES.

By Executors,
&c.

Quiet enjoyment
on performance
of covenants.

are to be performed and observed respectively (1), then and from thenceforth the covenant for quiet enjoyment hereinafter contained shall wholly cease and be void; and the said (*lessors*), or such other person or persons so to be entitled as aforesaid, shall or lawfully may, immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the premises hereby demised, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate; [any thing herein contained to the contrary thereof in any wise notwithstanding.] AND the said (*lessors*) as such executors as aforesaid, but not further or otherwise, and so far only as they respectively can or ought both by the rules of law and equity (2) for

Bankruptcy of
the lessee.

(1) If the lease is to be void on the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

Legatee, &c.
party.

(2) If a legatee or other person beneficially entitled to the thing demised be a party, the covenant for quiet enjoyment will be by such legatee, &c. for himself, his executors, and administrators, and not by the executors of the testator; and there may also in such case be added the following covenants.

Covenant that
the recited lease
is valid.

“AND the said (*legatee, &c.*) for himself, his executors, and administrators, doth covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, by these presents, in manner following, (that is to say) that for and notwithstanding any act, deed, matter, or thing by him the said (*legatee, &c.*) or them the said (*ex-*

themselves severally and respectively, and for their several and respective executors and admi-

LEASES.

By Executors,
&c.

cutors, &c.) or the said (*testator deceased*) or any or either of them done, occasioned, or knowingly suffered to the contrary, the said in part recited indenture of lease now is and during the residue now to come of the said term of

years thereby granted shall and will remain and be a valid and effectual lease, both at law and in equity. AND also that the rent thereby reserved, and all taxes chargeable upon the said premises, have been duly paid up to the

And that the
rent and taxes
have been paid
up.

day of last past, and that the covenants and agreements therein contained, by or on the part of the tenant or lessee of the said premises, to be performed or observed, have been duly observed and performed up to the date of these presents. AND that they the said (*executors, &c.*) at the time of the sealing and delivery hereof, have full, lawful, and sufficient power and authority to grant and demise the said messuage, or tenement and premises hereby demised, or mentioned or intended so to be, at, for, and upon the rent, term, and conditions hereinbefore reserved and contained respecting the same, and according to the true intent and meaning of these presents. AND also that they the said (*executors, &c.*) or other person or persons who for the time being shall be entitled as aforesaid, shall and will from time to time and at all times hereafter during the term hereby granted, or during such part thereof as the said (*lessee*) his executors, administrators, and assigns, shall well and truly observe and perform all and singular the covenants, clauses, provisos, and agreements hereinbefore contained, which on his and their part are or ought to be observed and performed, according to the true intent and meaning of these presents, well and truly pay or cause to be paid unto the said (*original lessor*) his heirs or assigns, or other the person or persons who for the time being shall be entitled to receive the same, the said yearly rent of

Power to lease.

Payment of
rent, &c. of
original lease.

LEASES. nistrators, but not the one for the other of them,
or the executors or administrators of the other of

*By Executors,
&c.*

And indemnify
lessee.

Covenant for
the production
of the original
lease.

£ reserved and made payable in and by the said in part recited indenture of lease so granted to him the said (*testator*) deceased as aforesaid, on the days and times, and in the manner therein mentioned; and also well and truly observe and perform all and singular the covenants, clauses, provisos, and agreements in the same indenture contained, which on the part of the lessee therein named, his executors, administrators, and assigns, are or ought to be observed and performed, (other than and except such of the said covenants, provisos, clauses, and agreements relating to the messuage or tenement and premises hereby demised, as are or ought, according to the true intent and meaning of these presents, to be observed and performed by the said (*present lessee*) his executors, administrators, or assigns, during the said term of years hereby granted thereof.) And shall and will well and sufficiently save, keep harmless and indemnified the said (*lessee*) his executors, administrators, and assigns, and his and their goods and chattels, lands and tenements, of and from the same rents and covenants, and of and from all actions, suits, distresses, re-entries, costs, charges, damages, and expenses whatsoever, relating to or concerning the same. AND lastly, the said (*legatee, &c.*) doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that they the said (*executors, &c.*) or some or one of them, their or his executors, administrators, or assigns, shall and will from time to time and at all times hereafter during the term hereby granted, at the reasonable request, but at the costs and charges in the law of the said (*lessee*) his executors, administrators, and assigns, produce and show forth, or cause and procure to be produced and shown forth, (unless destroyed by fire or other accident, and so long as the same shall be in his or their custody or lawful power) unto him the said (*lessee*) his executors, administrators, or assigns, or in

them, do and each of them doth hereby covenant, promise and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing all and every of the several covenants, provisos, and agreements hereinbefore contained, which by him and them are to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, or mentioned or intended so to be, with their appurtenances, for and during the full and complete term of years hereby granted thereof, according to the true intent and meaning of the hereinbefore in part recited articles of agreement, and of these presents, without any lawful denial, hindrance, molestation, or interruption whatsoever, of or by them the said (*lessors*) or any or either of them, or any person or persons now or

LEASERS.

 By Executors,
 &c.

any court of law or equity, or elsewhere, the said hereinbefore in part recited indenture of lease, of the day of for the better manifestation, support, and defence of the title of him the said (*lessee*) his executors, administrators, or assigns, in and to the said demised premises, and every or any part and parcel thereof."

And see variations, *ante*, p. 140.

LEASES.By Executors,
&c.

hereafter lawfully or equitably claiming or possessing any. estate, right, title, trust, or interest, from, under, or by him, them, any or either of them (1), or any of their acts, means, consent, procurement, or privity (2). IN WITNESS, &c.

Legatee, &c.

(1) If the legatee, &c. join, add,

" Or the said (*testator*) or (*intestate*) deceased."Lease deter-
minable.(2) If the lease be intended to be determinable on notice, add here a proviso for that purpose, as *ante*, p. 111.

LEASES.

 To Copartners,
 &c.

No. XXXIV.

*Lease of a Messuage, &c. to two or more Persons,
as Copartners in Trade.*

Variations where the Lessees are intended to take as
 Joint-tenants (1), &c. &c. as below (2).

THIS INDENTURE, made the day of
 [*in the year, &c. and] in the year of our

(1) There will be no joint-tenancy or survivorship (in equity) of a lease or other chattel interest, unless expressly so provided by the parties; see *Jefferys v. Small*, 1 Vern. 217; *Lake v. Craddock*, 3 P. Wms. 158, and cases there cited; but it will be otherwise at law, where the lease will survive, but not the stock, see *Jefferys v. Small*, 1 Vern. 217. Joint-tenants.

(2) If the lease be of a furnished house, see *ante*, No. XI.

If it be of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, see *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

If of a farm, *ante*, No. XVIII.

If of a prebend or tithes, *ante*, No. XIX.

If of mines or the like, *ante*, No. XX.

* If conciseness be particularly required, the words within brackets may be omitted throughout the precedent.

Furnished
house.

Public house.

Mill.

Unfinished
house.

Building lease.

Country house.

Copyhold.

Farm.

Tithes.

Mines.

Brevity.

easements, advantages, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or with the same now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c.) (1) TO HAVE AND TO HOLD the said messuage or tenement, &c. and all and singular other the premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessees*) their executors, administrators, and assigns, (such assigns being so to be approved as aforesaid) from the day of now last past, for and during the full and complete term of years, thence next ensuing, as tenants in common (2). YIELDING AND PAYING for the same yearly and every year (3) during the said term, unto the said (*lessor*) his heirs and assigns, the rent or sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the

LEASES.

To Copartners,
&c.

To hold to the
lessees for the
term of
years.

At the yearly
rent of £
clear of taxes.

(1) If the lessor have other houses adjoining, see *ante*, p. 96, n. (5). Houses adjoining.

(2) Or "as joint-tenants," if the case be so.

If the lease is to be determinable on notice, &c. add,

"Determinable nevertheless as hereinafter mentioned."

Lease determinable.

(3) If in consideration of repairs done or to be done by the tenants, they are to have the premises rent free for the first year, or other portion of the term, see *ante*, p. 97, n. (8), and *ante*, No. XV. Pepper-corn rent.

LEASES.

*To Copartners,
&c.*

Covenant by
lessee to pay
the rent re-
served.

day of _____, the _____ day of _____, and the
day of _____, in every year, free and clear of and
from the land-tax and sewers' rate, and all man-
ner of other taxes, rates, assessments, deductions,
and abatements whatsoever, whether already or at
any time hereafter to be imposed upon or payable
by the landlord or tenant thereof, for or in re-
spect of the said premises or any part thereof,
and whether any such future taxes, rates, or as-
sessments, shall be in the nature of those now in
being or not; the first quarterly payment of
which said yearly rent or sum of £ _____ is to be
made on the _____ day of _____ next ensuing
the date of these presents. AND the said (*lessees*)
for themselves jointly and severally, and for their
several and respective heirs, executors, and ad-
ministrators (1), do hereby covenant, promise, and
agree with and to the said (*lessor*) his heirs and
assigns, in the manner following, (that is to say)
that they the said (*lessees*) their executors, admi-

Tenants in com-
mon.

(1) If the lessees are intended to take as tenants in com-
mon, say,

“ AND the said (*one of the lessees*) doth hereby, for him-
self, his heirs, executors, administrators, and assigns, cove-
nant, &c. that he the said (*lessee*) his heirs, executors, admi-
nistrators, or assigns, shall and will well and truly pay, or
cause to be paid, &c. the yearly rent or sum of £ _____ of
lawful current money aforesaid, (being one moiety or half-
part of the said yearly rent or sum of £ _____ hereinbefore
reserved upon, &c. and also one moiety, or half-part of and
in all taxes, &c.)” *as above.*

nistrators, and assigns, or some or one of them, shall and will from time to time, and at all times during the continuance of the said term hereby granted, well and truly pay and cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, upon the several days, and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents. AND also well and truly pay and satisfy the land tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise,] which now are, or which shall or may at any time or times hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, [or on the said yearly rent hereby reserved, or any part thereof, or on the said his heirs or assigns, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not]; and, &c. (1) [AND also that they the said (*lessees*) their executors, administrators, and assigns, or some or one of them (2),

LEASES.

To Copartners,
 &c.

Covenant by
 lessees to repair.

(1) If the lessees are intended to take as tenants in common, see the next preceding page, n. (1).

Tenants in com-
 mon.

(2) The covenant for repairs should for the lessor's security be joint, although that for payment of rent be several.

LEASES.

To Copartners,
 &c.

shall and will at all times, and from time to time during the continuance of the said term hereby demised, well and substantially repair, and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, and also all and singular the outside brick-work, plastering, slating, tiling, railing, and other outer part of the same messuages or dwelling-house, buildings, and premises, together also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made thereupon by him the said (*lessee*) his executors, administrators, or assigns. AND also shall and will paint, paper, and whitewash, in a good and workmanlike manner, at the end of the first and years respectively of the said term, all and singular such part of the said premises as are respectively now painted, papered, and whitewashed; and cause to be painted, in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term. AND moreover shall

And paint, &c.

Covenant by
 lessee to insure
 against fire.

and will, &c. (*covenant by lessee to insure*) (1). AND further, that they the said (*lessees*) their executors, administrators, or assigns, or any or either of them, shall not nor will, &c. AND also that they the said (*lessees*) their executors, administrators, or assigns, or any or either of them, shall not nor will during the said term hereby granted, give, grant, demise, let, (*not to assign, &c. without licence*) (2). AND moreover, that they the said (*lessees*) (each so covenanting as aforesaid), and their respective executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years, hereby granted, peaceably and quietly leave, surrender, quit, and yield up, unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or they shall direct, all and singular the said messuage or tenement, dwelling-house, and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted). AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, or their or

LEASES.

To Copartners,
&c.

Lessees not to permit offensive trades on the premises.

Lessees not to assign without licence.

Lessees will quit at the end of the term.

Power of entry to view repairs.

(1) See *ante*, p. 101.

(2) See *ante*, p. 104.

LEASES.

To Copartners,
 &c.

And to take an
 inventory of
 fixtures.

Repairs to be
 done on notice.

Lessor may
 affix notices at
 the end of the
 term.

his surveyor properly authorised, either alone or with workmen or others twice in every year during the said term (or oftener, if they or he shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessees*) their respective executors, administrators, or assigns, or any occupier of the premises for the time being, to enter into and upon the said messuage or tenement, dwelling-house, and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof.] AND also at the same or any other time or times during the said term in like manner, upon like notice given to enter into and upon the said premises, or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises, or any part thereof, or any removal of fixtures shall be there found or appear, they the said (*lessees*) their executors, administrators, or assigns shall and will, upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced. AND further, that he the said (*lessor*) his heirs or assigns, or such other person or persons as aforesaid, or their or his servant or agent, shall or lawfully may at any time or times within the last three months next preceding the expiration or other determination of the said term of

years hereby demised, affix or set up a printed or other notice upon any conspicuous part of the said demised premises (not being upon any window or door thereof,) that the said premises will be to be letten at the expiration of the said term; and also at any convenient time in the day-time (giving at all times one day's previous notice thereof,) show and go over the said demised premises, or any part thereof, to or with any person or persons who shall express a desire to become a tenant or tenants thereof, or to view or see the same (1). AND the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree, with and to the said (*lessees*) severally and respectively, and their several and respective executors, administrators, and assigns, that they the said (*lessees*) respectively, and their respective executors and administrators, paying the said rent, and performing all the covenants and agreements hereinbefore reserved and contained on the part and behalf of the said (*lessees*) their executors and administrators, to be paid, kept, observed, and performed, shall and may during the continuance of this present demise, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the said demised premises, with their appurtenances, for and during the said term of years

LEASES.

*To Copartners,
&c.*

And to show them to persons.

Covenant by lessor for lessee's quiet enjoyment on payment of rent, &c.

(1) If the lessor have other houses adjoining, the proviso, *ante*, p. 107, n. (21), may be added here. Houses adjoining.

LEASES.

To Copartners,
&c.

Power of re-
entry on non-
payment of
rent, &c.

hereby demised, without any hindrance, molesta-
tion, or interruption whatsoever, of or by him the
said (*lessor*) his heirs or assigns, or any other per-
son or persons now or hereafter lawfully or equi-
tably claiming or having right to claim any estate,
right, title, trust, or interest, from, under, or by
him, them, or either of them, or by or with
his, their, or any of their means, consent, pro-
curement, or privity (1). PROVIDED ALWAYS, and
these presents are upon this express condition,
nevertheless, that if the said yearly rent of £
hereinbefore reserved, or any part thereof, shall
be in arrear and unpaid by the space of
days next after any of the days or times herein-
before appointed for payment thereof, the same
being lawfully demanded upon or at any time
after the expiration of twenty-one days next after
the same shall become due, and shall not then be
fully paid up and satisfied, or if the said (*lessees*)
their executors, administrators, or assigns, or any
or either of them, do or shall permit or suffer any
of the trades or businesses hereinbefore mentioned
to be carried on upon the said premises, or assign,
set over, let, or part with, or cause, procure, or
occasion to be assigned, letten, or otherwise
parted with the said premises, or any part thereof,
or his, their, or any or either of their estate or in-
terest therein, or any part of the same, or permit

Lease deter-
minable.

(1) If the lease be intended to be determinable on notice, add
here a proviso for that purpose, as *ante*, p. 111.

or suffer the same to be occupied by any other person or persons whomsoever, (except as aforesaid,) without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in the performance or observance of any or either of the covenants and agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thenceforth the covenant for quiet enjoyment, hereinbefore contained, shall wholly cease and be void, and the said (*lessor*) his heirs or assigns, shall or lawfully may, immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same, as of his and their former estate, any thing herein contained to the contrary thereof in anywise notwithstanding. AND lastly, it is hereby covenanted, concluded upon, and mutually agreed and declared, by and between the said (*lessees*) for themselves, severally and respectively, and for their several and respective executors, administrators, and assigns, in manner as follows, (that is to say) that as well the said yearly rent of £ as is hereinbefore reserved as aforesaid, as also all sums of money which shall

LEASES.

To Copartners,
&c.

Rent and taxes,
 &c. to be equally
 borne by the
 lessees.

(1) If the lease is to be void on the death or bankruptcy of the lessees, see *ante*, p. 109, n. (22). Bankruptcy of lessees.

LEASES.

*To Copartners,
&c.*

No benefit of
survivorship.

Neither party
to assign with-
out consent of
the other.

be by them, or either of them, paid or payable for taxes, rates, or assessments, or which shall be by them or either of them expended in repairing the said premises, or any part thereof, or insuring the same against damage by fire, at any time or times during the said term, shall be by them respectively, and their respective executors, administrators, and assigns, borne and paid, and in equal moieties and proportions, share and share alike. [AND further, that no benefit or right of survivorship whatsoever shall be had or taken by either of them the said (*lessees*) in case of the decease of the other of them, during the continuance of this demise, but in such case the executors, administrators, or assigns, of the party so dying, shall have and be entitled to one moiety or half part of all and singular the said premises (subject to the rent and covenants hereinbefore reserved and contained in the manner hereinbefore last provided), in like manner as his or their testator or intestate would have been entitled to the same if living, any thing hereinbefore contained, or any rule of law or equity, to the contrary in any wise notwithstanding (1). AND moreover, that neither of them the said (*lessees*) their executors or administrators shall or will at any time or times hereafter let, set, assign, or otherwise part with

(1) This provision against survivorship is not necessary, see *ante*, p. 563, n. (1), but is often inserted for the greater satisfaction of the parties.

his estate or interest in the premises hereby demised, or any part of the same (other than by his or their last will or testament), without the licence and consent of the other of them, his executors or administrators, in writing under his or their hand or respective hands, first obtained for that purpose. IN WITNESS, &c.

LEASES.

To Copartners,
&c.

LEASES.Years determinable on Lives.

No. XXXV.

Lease for 99 Years determinable on Lives.

Variations as below (1).

THIS INDENTURE, of two parts, made the
day of [in the year of the reign,

-
- | | |
|------------------------|--|
| Underlease. | (1) If the present lessor be himself a lessee only of the premises, see <i>ante</i> , No. X. |
| Notes, &c. | See the notes, &c. to No. VIII. <i>ante</i> , p. 65, and variations, &c. to No. IX. <i>ante</i> , p. 94. |
| Corporation. | If the lease be granted by a corporate body, see <i>ante</i> , No. XXI. |
| College. | If by a college, <i>ante</i> , No. XXII. |
| Tail, &c. | If by tenant in tail, or for life at the common law, see <i>ante</i> , No. XXIII. |
| Bishop. | If by a bishop or other ecclesiastical person, see <i>ante</i> , No. XXV. |
| Husband. | If by a husband seised in right of his wife, <i>ante</i> , No. XXVI. |
| Life. | If by a tenant for life under a power, <i>ante</i> , No. XXVII. |
| Trustees. | If by trustees, <i>ante</i> , No. XXVIII. |
| Guardian. | If by a guardian, <i>ante</i> , No. XXIX. |
| Committee. | If by the committee of a lunatic, <i>ante</i> , No. XXX. |
| Mortgagee. | If by mortgagor and mortgagee, <i>ante</i> , No. XXXII. |
| Joint-tenants. | If by joint-tenants, tenants in common, or coparceners, <i>ante</i> , No. XXXIII. |
| Executors. | If by executors or administrators, <i>ante</i> , No. XXXIII. |
| Tenants in common, &c. | If it be granted to joint-tenants, tenants in common, or copartners, <i>ante</i> , No. XXXIV. |

&c. and] in the year of our Lord .
 BETWEEN (*the lessor*) of, &c. of the one
 part, and (*the lessee*) of, &c. of the other
 part. WHEREAS, &c. (1). WITNESSETH, that in
 consideration of the yearly rent hereinafter re-
 served, and of the covenants and agreements
 hereinafter contained on the part of the said (*lessee*)
 his executors, administrators, and assigns, to be
 respectively paid, observed, and performed, HE
 the said (*lessor*) [HATH granted, demised, leased,
 and to farm letten, and by these presents] DOth
 grant, demise, lease, and to farm let, unto the
 said (*lessee*) his executors, administrators, and as-
 signs, [(the assigns of the said (*lessee*) being with
 such licence and consent as hereinafter is men-
 tioned)], ALL that messuage or tenement, dwell-
 ing-house situated, &c. (2) and now or late in the
 tenure or occupation of &c. except, &c. (3)

LEASES.

Years determin-
able on Lives.Parties.
WITNESS, in
consideration
of rent, &c.The lessor
demises.

Parcels.

(1) If the lease be granted by virtue of a power, recite the power, as in No. XXVII, page 452.

If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, p. 95, n. (3), also No. XV.

(2) If the lease be of a furnished house, see *ante*, No. XI.

If of a public house or tavern, *ante*, No. XII.

If of a mill, *ante*, No. XIII.

If of an unfinished house, *ante*, No. XIV.

If it be a building lease, see *ante*, No. XV.

If of a country house, *ante*, No. XVI.

If the premises be copyhold, *ante*, No. XVII.

If of a farm, *ante*, No. XVIII.

If of a prebend or tithes, *ante*, No. XIX.

If of mines or the like, *ante*, No. XX.

(3) Notice here any exception which may be intended to be reserved out of the lease. Exception.

Furnished
house.

Public house.

Mill.

Unfinished
house.

Building lease.

Country house.

Copyhold.

Farm.

Tithes.

Mines.

LEASES.

Years determin-
able on Lives.

To HOLD for
the term of
years, if
nominees shall
so long live.

At the yearly
rent of £
clear of taxes.

together with all and singular the [out-houses, buildings, coach-houses, dove-houses, barns, yards, cellars, vaults, areas, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights of common of all kinds, and all and every other] the rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises belonging, or in any wise appertaining, or with the same or any of them, now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c.) (1). To HAVE AND TO HOLD the said messuage or tenement, dwelling-house, and all and singular other the premises hereby demised, or mentioned or intended so to be, with all and every the appurtenances, unto the said (*lessee*) his executors, administrators, and assigns, [(such assigns being with the licence hereinafter mentioned)] from the day of now last past, for and during the full and complete term of ninety-nine years, from thence next ensuing, and fully to be complete and ended, if (*nominees*) of, &c. or any or either of them (2), shall so long live. YIELDING AND PAYING there-

Houses adjoining.

(1) If the lessor have other houses adjoining, see *ante*, p. 95, n. (5).

(2) Unless the lease be expressed to continue so long as "any or either of the lessees" shall live, it will according to the better opinion determine on the death of the first of the lessees, who might happen to die. See 3 Leon. 10, pl. 150. Roll. Rep. 309, contr. and vid. 2 Elem. Conv. 2d Ed. p. 412.

fore yearly and every year (1), during the continuance of the said term, unto the said (*lessor*) his heirs and assigns, the rent or sum of £ of lawful and current money of that part of the United Kingdom of Great Britain and Ireland called England, upon the four most usual feasts or days of payment of rent in the year (that is to say) the day of , the day of , the day of , and the day of , in every year, by even and equal portions, the first payment thereof to begin and be made on the day of now next ensuing the date of these presents; which said rent or payments are to be on the several days and times aforesaid, during the said term, free and clear of and from the land-tax, sewers' rate, and all and all manner of other taxes, rates, charges, assessments, impositions, and payments whatsoever, parochial or parliamentary, whether now taxed, charged, assessed, or imposed upon the said hereby demised premises, or which at any time hereafter during the said term may be taxed, charged, assessed, or imposed thereon, or on any part thereof, by authority of parliament or otherwise howsoever, and whether any such future taxes, charges, or assessments shall be in the nature of those now in being or not; the first quarterly payment whereof is to begin and be made

LEASES.

Years determinable on Lives.

(1) If the lease be granted in consideration of repairs done or to be done, see *ante*, p. 95, n. (3), also *ante*, No. XV. Pepper-corn rent.

LEASES. on the day of now next ensuing.

Years determinable on Lives.

Covenant by lessee to pay the rent reserved.

AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, declare, and agree with and to the said (*lessor*) his heirs and assigns, in manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns, shall and will yearly and every year, during the continuance of this demise, well and truly pay, or cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful and current money aforesaid, on the several days and times, and in the manner hereinbefore particularly expressed and appointed for payment thereof, without making any deduction or abatement thereout, or out of any part thereof, for or in respect of any taxes, rates, charges, assessments, dues, duties, impositions, or payments whatsoever, already taxed, charged, assessed, levied, or imposed upon the said hereby demised messuage or tenement, dwelling-house, erections, or buildings and premises, or any erections or buildings hereafter to be erected or built thereon, or on any part thereof, whether parliamentary, parochial, or otherwise howsoever. AND also well and truly pay and satisfy the land-tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, [whether parliamentary, parochial, or otherwise,] which now are, or which shall or may at any time or times hereafter during the continuance of the said demise, be lawfully assessed or imposed upon, or payable in respect of

And taxes.

the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns, in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not, (the property-tax aforesaid only excepted); it being the true intent and meaning of these presents, and of the parties hereto, that the said yearly rent or sum of £ shall be payable and paid without any deduction or abatement whatsoever, (except only as aforesaid). AND also that he the said (*lessee*) his executors, administrators, and assigns shall and will at all times, and from time to time during the continuance of the said demise, well and substantially repair and keep repaired in a workmanlike manner, and with good materials, at his and their own proper expense and costs, [as well all and every the glass and other windows, window-shutters, doors, locks, fastenings, partitions, ceilings, floors, chimney-pieces, shelves, pavements, privies, sinks, drains, cesspools, cisterns, pumps, pipes, wells, water-courses, coppers, grates, stoves, ranges, and fixtures, as] all and singular [other] the inner parts of the premises hereby demised, and also all and singular the outside brickwork, plastering, slating, tiling, railing, and other outer part of the same messuages or dwelling-house, buildings, and premises; TOGETHER also with all buildings, improvements, and additions whatsoever, which at any time during the said term shall be erected, set up, or made

LEASES.

 Years determinable on Lives.

Covenant by lessee to repair.

LEASES.

Years determin-
able on Lives.

And paint, &c.

Covenant by
lessee to insure
against fire.

Power of entry
to view repairs.

And to take an
inventory of
fixtures.

thereupon by him the said (*lessee*) his executors, administrators, or assigns; AND moreover, shall and will paint, paper, and whitewash in a good and workmanlike manner, at the end of the first and years respectively of the said term of ninety-nine years, in case any or either of them the said (*nominees*) shall be then living, all and singular such part of the said premises, as are respectively now painted, papered, and whitewashed; and cause to be painted in a good and proper oil colour, the outer doors, gates, rails, window-frames, and other the outside wood and iron work of the said premises, at the end of the first and years of the said term. AND further, that he the said (*lessee*) his executors, administrators, or assigns, shall and will, &c. (*covenant to insure*) (1). AND also that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorized, either alone or with workmen or others twice in every year during the continuance of this demise, (or oftener, if he or they shall see occasion) at seasonable times in the day-time, on giving three days' previous notice thereof to the said (*lessee*) his executors, administrators, or assigns, to enter into and upon the said messuage or tenement, dwelling-house and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof. AND also at the

(1) See *ante*, p. 101.

same or any other time or times during the said demise in like manner to enter into and upon the said premises or any part thereof, in order to take a schedule or inventory of the fixtures then being thereupon. AND that in case any defect or want of reparation of the said premises or any part thereof, or any removal of fixtures shall be there found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will upon notice thereof in writing being given to him or them, cause the same premises to be forthwith well, substantially, and properly repaired or amended in all things, and the said fixtures to be forthwith reinstated and replaced (1). AND further, he the said (*lessee*) his executors, administrators, or assigns, shall not nor will at any time during the continuance of the said demise, use, exercise, carry on, or permit or suffer to be used, exercised, or carried on, in or upon the messuage or tenement and premises hereby demised, or any part thereof, any [or either of the trades or businesses of a vintner, distiller, brewer, ale-house keeper, victualler, coffee-house or tavern keeper, tripe-boiler, tripe-seller, pastry-cook, cheesemonger, poulterer, fishmonger, butcher, baker, fruit or herb seller, soap-boiler, tallow-chandler, tallow-melter, sugar-baker, household-broker, dealer in old iron, farrier, working-cutler, chimney-

LEASES.

Years determinable on Lives.

Repairs to be done on notice.

Lessee not to permit offensive trades on the premises.

(1) If the lessor have other houses adjoining, the proviso, p. 100, n. (15), and 106, n. (19), may be added here.

Houses adjoining.

LEASES.

Years determin-
able on Lives.

Lessee not to
assign without
licence.

Lessee to pro-
duce a certi-
ficate that
nominees are
living.

Lessee will quit
at the end of
the term.

sweeper, bagnio-keeper, coach-maker, blacksmith, whitesmith, coppersmith, working brazier, tinman, plumber, dyer, or any other] noisome, noisy, or offensive trade or business whatsoever, without the express consent in writing under the hand of the said (*lessor*) his heirs or assigns, first had and obtained for that purpose. AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will, &c. (*not to assign without licence*) (1). AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will from time to time, and at all times during the said term, if thereunto required by the said (*lessor*) his heirs or assigns, in writing under his or their hand or respective hands, obtain and produce unto him or them a certificate or certificates, or other sufficient and satisfactory documents and evidence of the said (*nominees*) or any or either of them, being then living, and the place or places of their or either of their residence. AND moreover, that he the said (*lessee*) his executors, administrators, and assigns, shall and will at the expiration or other sooner determination of the said term of years hereby granted, by the decease of the survivor or longest liver of them, the said (*nominees*) or otherwise, peaceably and quietly leave, surrender, quit, and yield up unto the said (*lessor*) his heirs or assigns, or to whomsoever else he or they shall direct, all

(1) See *ante*, p. 104.

and singular the said messuage or tenement, dwelling-house and premises hereby demised, without any force, compulsion, action, suit, trouble, or refusal whatsoever, together with the several fixtures and other things mentioned in the schedule hereunto annexed, and also all other fixtures which shall then be thereupon or thereunto belonging, in good, substantial, and tenantable repair and condition in all respects, (reasonable use and wear thereof only excepted).

PROVIDED ALWAYS, and these presents are upon this express condition nevertheless, that if the said yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next after any of the days or times hereinbefore appointed for payment thereof, the same being lawfully demanded upon or at any time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his executors, administrators, or assigns, do or shall permit or suffer any of the trades or businesses hereinbefore mentioned to be carried on upon the said premises, or assign, set over, let, or part with, or cause, procure, or occasion to be assigned or otherwise parted with, the said premises, or any part thereof, or his or their estate or interest therein, without such licence and consent as hereinbefore is expressed, and contrary to the true intent and meaning of these presents, or shall neglect or fail in obtaining and producing such certificates or evidences of the lives of the said

LEASES.

Years determinable on Lives.

Power of re-entry on non-payment of rent, &c.

LEASES.

Years determin-
able on Lives.

Covenant for
quiet enjoyment
on payment of
rent, &c.

(*nominees*) as aforesaid, or in the performance or observance of any other the covenants or agreements hereinbefore contained, which by him and them are to be performed or observed respectively (1), then and from thenceforth this present demise or lease, and the covenant for quiet enjoyment hereinafter contained, shall wholly cease and be void ; and the said (*lessor*) his heirs or assigns, shall or lawfully may immediately or at any time after such breach, non-observance, or non-performance, enter into and upon the said hereby demised premises, or any part thereof, in the name of the whole, and repossess, retain, and enjoy the same as of his and their former estate, any thing herein contained to the contrary thereof in any wise notwithstanding. AND the said (*lessor*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree with and to the said (*lessee*) his executors, administrators, and assigns, that he the said (*lessee*) his executors, administrators, and assigns, paying the yearly rent hereby reserved, on the days and in the manner hereinbefore appointed for payment thereof, and observing and performing such of the several covenants and agreements hereinbefore contained, as by him and them to be performed and observed, shall or lawfully may, peaceably and quietly have, hold, use, occupy, and

Bankruptcy
of the lessee.

(1) If it be intended that the lease shall be vacated by the death or bankruptcy of the lessee, see *ante*, p. 109, n. (22).

enjoy the said messuage or tenement, and all and singular other the premises hereby granted and demised, with their appurtenances, for and during the full and complete term of _____ years hereby granted thereof, if they the said (*nominees*) or any or either of them shall so long live, without any lawful denial, hindrance, molestation, or interruption whatsoever (1), [of or by him the said (*lessor*) his heirs or assigns, or any person or persons now or hereafter lawfully or equitably claiming or possessing any estate, right, title, trust, or interest, from, under, or by him, them, any or either of them, or any of the ancestors of the said (*lessor*), or by or with his, their, or any of their acts, means, consent, procurement, or privity (2).] IN WITNESS, &c.

LEASES.

 Years determinable on Lives.

(1) If the lessor's title to the inheritance have not been satisfactorily ascertained, the lines within brackets should be omitted; and see *ante*, p. 88, n. (44). Lessor's title.

(2) Here may be inserted a covenant for renewal, if so agreed, as *post*, No. XXXVI. Renewal.

LEASES.

Renewed Lease
for Lives.

No. XXXVI.

A renewed Lease (1) for three Lives, upon the Death of one of the Nominees, and Surrender of the former Lease.

Variations as below (2)

THIS INDENTURE of two parts, made the day of [* in the year of the reign, &c. and] in the year of our Lord .

Parties. BETWEEN (*the lessor*) of, &c. of the one part, and (*the lessee*) of, &c. of the other part. WHEREAS by an indenture of lease, bearing

Recital of lease for lives.

(1) A renewed lease may be considered as the original lease, enduring to the intent of protecting the legal interest carved out of it; *Collett v. Hooper*, 13 Ves. 260.

Notes, &c.

(2) See the notes, &c. to No. VIII. *ante*, p. 65, and variations, &c. to No. IX. *ante*, p. 94.

Corporation.

If the lease be by a corporate body, *post*, No. XXI.

Colleges.

If by a college, *post*, No. XXII.

Brevity.

* If it be desired that the lease should be prepared with all practicable conciseness, the words within brackets may be omitted throughout the precedent.

date the day of , which was in
the year , and made or expressed to be
made between the said (*lessor*) of the one part,
and the said (*lessee*) of the other part, the said
(*lessor*) demised unto the said (*lessee*) his heirs
and assigns, the messuage or tenements and pre-
mises hereinafter described, for the natural lives
of (*the nominees*) of, &c. and the life of the sur-
vivor of them. AND in the said indenture of
lease was contained a covenant and agreement
by and on the part of the said (*lessor*) his heirs
and assigns, that, upon the decease of any or
either of the said (*nominees*) he the said (*lessor*)
his heirs or assigns, would, at the request of the
said (*lessee*) his heirs or assigns, and upon the
surrender of the said lease, and the payment of
the sum of £ by way of fine, execute from
time to time a new lease or leases of the said pre-
mises to the said (*lessee*) his heirs or assigns, at
and under the yearly rent of £ and with
such clause, covenant, and agreement for renewal,
and such other clauses, covenants, provisos, and
agreements as were contained in the said last or
former lease. AND WHEREAS the said (*deceased*
nominee) one of the said three lives named in the
said indenture of lease, departed this life on or
about the day of last past, and
the said (*lessee*) is desirous of renewing the said
lease by naming (*a new nominee*) of, &c. now of
the age of years, or thereabouts, in the
room or stead of the said (*nominee*) deceased.
AND WHEREAS, by a deed poll, under the hand

LEASES.

Renewed Lease
for Lives.

Death of one of
the nominees.

Surrender of
former lease.

LEASES.

Renewed Lease
for Lives.

WITNESS, that
in consideration
of £

and seal of the said (*lessee*) bearing even date herewith, the said (*lessee*) has surrendered (1) and yielded up unto the said (*lessor*) and his heirs, ALL and singular the said messuage and premises [and all underleases thereof have also been duly surrendered and yielded up] to the intent that the said (*lessor*) may grant a new lease to him thereof, during the lives of the (*old nominees*) and the said (*new nominee*) as hereinafter is mentioned. Now THIS INDENTURE WITNESSETH, that in pursuance and performance of the said covenant or agreement contained in the said hereinbefore in part recited indenture of lease, and also of the said

Surrender of
underlease.

(1) Until the last reign it was necessary, in order to enable a lessee to renew his lease, that all persons to whom he might have granted any underleases of the same premises, should surrender and extinguish them; to insure their consent to which, covenants were usually inserted for that purpose; but the prejudice which was found to arise to the lessors by the delay and inconveniences which were frequently occasioned in attempting to enforce these covenants, induced the legislature to declare, by 4 Geo. II. c. 28, s. 6, that where any lease is surrendered in order to be renewed, and a new lease is made by the chief landlord, then such new lease shall be in all respects good and valid, without a surrender of any of the underleases, and that such underleases shall also continue of equal force, as if the original leases out of which they were derived were still on foot.

By 11 Geo. III. c. 20, enables lunatics, entitled to renew leases by their guardians and committees, to accept surrenders of old leases and grant new ones. And by 29 Geo. II. c. 31, infants, lunatics, and femes covert, by application to either of our courts of equity, may surrender leases for years or lives, and take new ones.

hereinbefore in part recited deed poll, or surrender, as also for and in consideration of the sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency to the said (*lessor*) in hand well and truly paid by the said (*lessee*) at or immediately before the sealing and delivery of these presents, the receipt whereof the said (*lessor*) doth hereby acknowledge, and of and from the same, and every part thereof, doth acquit, release, and discharge the said (*lessee*) his heirs, executors, administrators, and assigns, by these presents, HE the said (*lessor*) [HATH granted, demised, and leased, and by these presents] DOTN grant, demise, and lease, unto the said (*lessee*) his heirs and assigns (1), ALL that messuage or tenement, &c. situated, &c. together with all and singular other the [out-houses, buildings, coach-houses, stables, dove-houses, barns, cellars, areas, vaults, benefit and advantage of ancient and other lights, ways, paths, passages, drains, pipes, waters, water-courses, rights and privileges of common of every kind, and all and singular other] rights, privileges, advantages, easements, and appurtenances whatsoever, to the said messuage or tenement and premises now or heretofore belonging, or in any wise appertaining, or with the same or any of them

LEASES.

*Renewed Lease
for Lives.*

The lessor
demises.

Parcels.

(1) Or the lease may be to the executors, administrators, Executors. and assigns of the lessee, in which case it will be personalty in like manner as if it were for years; *D. Devon. v. Atkinson*, 2 P. Wms. 381.

LEASES.

Renewed Lease
for Lives.

To hold to the
lessee for the
lives of the
nominees.

At the yearly
rent of £

now or heretofore lawfully holden, used, occupied, or enjoyed, (except, &c.) To HAVE AND TO HOLD the said messuage or tenement and dwelling-house, and all and singular other the premises hereby demised or leased, or mentioned, or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his heirs and assigns, from the date of these presents for and during the term or period of the natural lives of the said (*nominees*) [and the natural life of the survivor or longest liver of them] (1). YIELDING AND PAYING for the same yearly and every year during the said demise, unto the said (*lessor*) his heirs or assigns, the yearly rent or sum of £ of lawful money of the United Kingdom of Great Britain and Ireland, of English value and currency, at, &c. (*place of payment*) by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land and sewers' tax, and all manner of taxes, rates, assessments, deduc-

(1) It has been observed in a preceding note, see *ante*, p. 578, that where a lease is granted to two or more for a term of years, determinable upon lives, it will end on the decease of either of the nominees, unless the contrary be expressed; but where the lease is during the lives of nominees or lessors, it will continue during the life of the survivor, although not so expressed in the lease, 3 Bulstr. 131, 2 Brownl. 292, 3 Leon-10, pl. 150, for the reason of which, see 2 Elem. Conv. 2 Ed. p. 412.

tions, and abatements whatsoever, [whether already or at any time hereafter to be imposed upon or payable by the landlord or tenant thereof, for or in respect of the said premises, or any part thereof, and whether any such future taxes, rates, or assessments, shall be in the nature of those now in being or not;] (the present or any future tax upon property payable by the landlord of the said premises, in respect thereof only excepted), the first payment thereof to be made on the day of next ensuing the date of these presents. AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his heirs, executors, or assigns, shall and will, &c. (1) PROVIDED always, and these presents are upon this express condition nevertheless, that if the yearly rent of £ hereinbefore reserved, or any part thereof, shall be in arrear and unpaid by the space of twenty-one days next after any of the days or times hereinbefore appointed for the payment thereof, the same being lawfully demanded upon or at any

LEASES.

*Renewed Lease
for Lives.*

Covenant for
payment of rent,
&c.Power of re-
entry on non-
payment of
rent, &c.

(1) Add here such covenants by the lessee relative to payment of rent, repairs, &c. &c. as *ante*, p. 98, *et seq.* if so agreed by the parties; but as a renewable lease for lives gives so permanent an interest to the lessee, he is seldom required to submit to the restrictions usually imposed upon a lessee for years.

LEASES.Renewed Lease
for Lives.

time after the expiration of the said twenty-one days, and shall not then be fully paid up and satisfied, or if the said (*lessee*) his heirs or assigns, do or shall, &c. (1) or shall neglect or fail in the performance or observance of any other the covenants and agreements hereinbefore contained, which by him and them are required to be performed or observed, according to the true intent and meaning of the same respectively, then and from thenceforth, and in either of the said cases, this present demise or lease, and the covenants for quiet enjoyment hereinafter contained, shall wholly cease and be void, and the said (*lessor*) his heirs or assigns, shall or lawfully may, immediately upon or at any time after any such breach, non-observance, or non-performance, enter into and upon the said demised premises, or any part thereof, in the name of the whole, and again repossess and enjoy as of his or their first and former estate, any thing hereinbefore contained to the contrary thereof in any wise notwithstanding. AND the said (*lessor*) doth hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree with and to the said (*lessee*) his heirs and assigns, that he the said (*lessee*) his heirs and assigns, paying the rent and performing all and every the covenants and agreements hereinbefore reserved and contained, on

Covenant by lessor for lessee's quiet enjoyment, on performance of covenants.

(1) Pursue the substance of the covenants which may have been entered into on the part of the lessee.

the part and behalf of the said (*lessee*) his heirs and assigns, to be paid, kept, observed, and performed, shall or lawfully may during the continuance of this demise, peaceably and quietly have, hold, occupy, possess, and enjoy all and singular the said demised premises, with their appurtenances, without any lawful denial, molestation, interruption, or disturbance, of, from, or by the said (*lessor*) his heirs or assigns, [or any or either of them, or any person or persons now or hereafter lawfully, equitably, or rightfully claiming or possessing any estate, right, title, trust, or interest, in, to, or concerning the same premises, from, under, or in trust for him, them, or either of them, or by or through his, their, or any or either of their acts, means, consent, procurement, default, or privity.] AND the said (*lessor*) doth hereby further, in manner aforesaid, covenant, grant, and agree, with and to the said (*lessee*) his heirs and assigns, that in case the said (*lessee*) his heirs and assigns, shall upon the decease of any or either of them the said (*nominees*) [save only and except the last survivor of them,] be desirous to surrender this present lease for the purpose of taking a new lease of the same premises for a further life or lives in being, and shall within the space of three calendar months next after the decease of any or either of them the said (*nominees*) [except such last survivor,] nominate any person or persons in the room or stead of him or them, who shall have so departed this life (not exceeding the number of the lives which shall have so dropt), he the

LEASES.

*Renewed Lease
for Lives.*

Covenant by
lessor to renew.

LEASES.

Renewed Lease
for Lives.

said (*lessor*) his heirs or assigns, shall and will, at the request, and at the costs and charges in all things of the said (*lessee*) his heirs or assigns, on the surrender of this present lease, or other the lease then in being, and payment of the sum of £ by way of fine or consideration for such renewal, make, and duly execute unto him the said (*lessee*) his heirs or assigns, a new and fresh lease of all and singular the premises hereinbefore demised, (or such of them as shall be then in being) for and during the natural life or lives of the person or persons so to be nominated, and the life or lives of such of the said (*nominees*) as shall be then living, and the life and lives of the longest liver, and last survivor of them, at and under, [as well this present or a like covenant for renewal] as other the covenants, provisos, clauses, and agreements herein contained, [and so from time to time and at all times for ever] (1), and

Covenant for
renewal.

(1) The disputes which have arisen between landlords and tenants, and the discordant determinations which are to be found in the books, respecting the extent of a covenant for future renewal, "upon and subject to the same terms, agreements, &c. as the present," (see Bac. Ab. 8vo. 221, 2 Elem. Conv. 2d Ed. p. 471, 477) render it important that a covenant for this purpose should expressly declare the intent of the parties, as to whether the covenants for a renewal are to be inserted in every future lease, or to be limited to the present or a certain number of renewals; and more particularly, as the courts lean against covenants for perpetual renewal, *Moore v. Foley*, 6 Ves. 232; and cases cited, 2 Bridg. 135, pl. 99; and *Igguel-den v. May*, 9 Ves. 325; *C. of London v. Mitford*, 14 *ib.* 41; but if the covenant for perpetual renewal be clear and certain,

that until such renewal shall be made and perfected, he the said (*lessee*) his heirs and assigns, shall hold and enjoy the said premises at and under the same rent, and subject to the same covenants, conditions, terms, and agreements, as if the same had been made and perfected, or as if the present lease were still in force and continuance. PROVIDED always nevertheless, and these presents are upon this express condition, that in case the said (*lessee*) his heirs or assigns, shall within the space of three, calendar months next after the decease of the survivor of any two of the three nominees hereinbefore named, or in any future or renewed lease to be named, refuse or neglect to give notice in writing, under his or their hand or respective hands, to the said (*lessor*) his heirs or assigns, of his or their desire to renew the said lease, and to name one or more person or persons, (according to the number of lives which shall then have dropt) in the lieu or room of him or them who shall have departed this life, or shall refuse to pay such fine as aforesaid, upon lawful demand made thereof, or to execute a

LEASES.

*Renewed Lease
for Lives.*

it must be performed, *Villan v. Villan*, 16 *ib.* 84. And executors are entitled to the benefit of covenants to renew, *Ryde v. Skinner*, 2 P. Wms. 196, but quere as to assignees of bankrupt, *Vandenankie v. Desborough*, 2 Vern. 96.

If there be no surrender of the old lease, add a proviso, and declaration by the landlord that the lease shall operate as a surrender of the former or subsisting lease, and a release to the tenant of the rent and covenants contained in it.

LEASES.Renewed Lease
for Lives.

counterpart of the said lease, at and under the rent, covenants, and agreements hereinbefore contained, and according to the true intent and meaning hereof, then and in either of the said cases, it shall be lawful for the said (*lessor*) his heirs or assigns, by any writing under his or their hand or hands, to determine and make void the demise hereby made, at or at any time after the expiration of the said three calendar months next after the decease of any two of the said nominees, and then and in that case he the said (*lessor*) his heirs or assigns, shall be at full liberty to grant a fresh lease thereof to any other person or persons in the same manner as if these presents had not been made, any thing herein contained to the contrary thereof in any wise notwithstanding (1).
IN WITNESS, &c.

Delivery of
possession.

(1) Add here a power of attorney for the delivering or taking possession, unless this be intended to be done in person, see *ante*, Vol. I. p. 227, notes, and *post*, p. 604.

LEASES.

Lease for Life of Lessee.

No. XXXVII.

Lease of a Messuage, &c. for the Life of the Lessee.

Variations as in the margins below (1).

THIS INDENTURE, made the _____ day of _____
 in the _____ year of the reign, &c. and
 in the year of our Lord _____. BETWEEN (*the* Parties.
lessor) of, &c. of the one part, and (*the lessee*) of,
 &c. _____ of the other part (2), &c. WHEREAS Recitals.
 (3) the said (*lessor*) hath agreed with the said
 (*lessee*) for a lease to him of the messuage, &c.
 hereinafter described, for the term of the natural
 life of the said (*lessee*) at and under the rent

(1) And see notes, &c. to Vol. I. No. XXIII.

If the lease is granted by an heir at law in pursuance of Heir.
 directions or under an agreement by his ancestor, *ante*, No.
 XXXI.

If by trustees, *ante*, No. XXVIII.

Trustees.

(2) If livery of seisin (which is necessary in a lease for life Livery.
 at common law, by reason of its creating a freehold interest) is
 intended to be made by attorney, make him a party of the se-
 cond part.

(3) If the lease be granted in pursuance of a previous written Prior agree-
 agreement, or the directions of a will for trustees or heir at law ment, &c.
 to grant a lease to the lessee for his life, such agreement, will,
 &c. may be here recited, as *ante*, p. 93, n. (2).

LEASES. and covenants hereinafter contained. Now **THIS**
Lease for Life of Lessee. **INDENTURE** WITNESSETH, that in pursuance of the
WITNESS, in consideration of rent, &c. said agreement, (or the said in part recited will,
 &c. *as the case may be*), and for and in consideration (1) of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, on the part of the said (*lessee*) and his assigns to be respectively paid, performed, or observed, **HE** the said (*lessor*) **HATH** granted (2), demised, and leased, and by these presents **DOETH** grant, demise, and lease, unto the said (*lessee*) and his assigns, **ALL** that, &c. (3).
Lessor grants, &c. **Together** with all houses, &c. and all ways, commons, profits, advantages, easements, privileges, and appurtenances whatsoever, to the said messuage or tenement, land, and premises belonging, or in any wise appertaining, or usually holden, used, or enjoyed therewith, except, &c. (4)
Parcels.

-
- Money expended in repairs. (1) If the tenant has expended or has agreed to expend a sum of money in repairing the premises, see *ante*, p. 95, n. (3), also *ante*, No. XV.
- Livery. (2) To avoid the necessity of livery of seisin, the words "bargain and sell" may be used instead of or prior to those of "demise and lease," see *ante*, No. VIII. p. 66, n. (3), and p. 69, n. (10).
- Furnished house. (3) If the lease be of a furnished house, see *ante*, No. XI.
 Public house. If of a public house or tavern, *ante*, No. XII.
 Unfinished house. If of an unfinished house, *ante*, No. XIV.
 Country house. If of a country house, *ante*, No. XVI.
 Copyhold. If the premises be copyhold, *ante*, No. XVII.
 Farm. If of a farm, *ante*, No. XVIII.
- Exception. (4) Insert here any exception intended to be made out of the demise.
- Houses adjoining. If the lessor have other houses adjoining, see *ante*, p. 96, n. (5).

TO HAVE AND TO HOLD the said messuage or tenement, and dwelling-house, piece or parcel of ground, and all and singular other the premises hereby demised or leased, or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto him the said (*lessee*) and his assigns, from the day of now last past (1); for and during the term of his natural life. YIELDING AND PAYING for the same yearly and every (2) year, during the continuance of this demise, (notwithstanding and without abatement or suspension by reason of fire or other accident) unto the said (*lessor*) and his heirs, the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland, called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in every year, free and clear of and from the land-tax, sewers' rate, and all manner of other taxes, rates, assessments, deductions, and abatements whatsoever, whether already or at any time hereafter to be imposed upon, or payable for or in respect of the said premises, or

LEASES.

Lease for Life of
Lessee.To HOLD to
the lessee for
his life.At the yearly
rent of £

(1) A lease for life should be made from the present time, or a time past, and not to commence at a future period; see *ante*, p. 225, n. (1).

(2) If the tenant, in consideration of expending money in repairs, &c. is to have the premises rent free for the first year or other number of years, add as in p. 97, n. (8). And see *ante*, No. XV. Pepper-corn
rent.

LEASES. any part thereof, and whether any such future taxes, rates, or assessments shall be in the nature of those now in being or not; the first quarterly payment of the said yearly rent or sum of £ is to be made on the day of next ensuing the date of these presents (1). AND the said (*lessee*) for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, or assigns, shall and will from time to time, and at all times (2), well and truly pay or cause to be paid unto the said (*lessor*) his heirs and assigns, the said yearly rent or sum of £ of lawful current money aforesaid, during the na-

Lease for Life of Lessee.

Covenant by lessee to pay the rent reserved.

Penal rent.

(1) Other rents are sometimes reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), and p. 110, n. (1).

Lessor to insure for lessee.

If it be agreed that the lessor shall insure the premises on the part of the lessee, see *ante*, p. 98, n. (10).

Cessation of rent.

(2) If the rent is to cease in the event of the destruction of the premises by fire, add,

“ Except as hereinafter mentioned.”

Pepper-corn rent.

If the lease be granted in pursuance of the direction of a will, and by way of a gratuity or legacy to the lessee, a case which not unfrequently occurs, instead of the reservation within braces, say,

“ The rent of a pepper-corn, payable on the first day of in each year, if the same shall be lawfully demanded.”

and of course omit the covenant for payment of rent.

tural life of him the said (*lessee*) upon the several days and in the manner hereinbefore mentioned or appointed for payment thereof, and according to the true intent and meaning of these presents, [together also with a proportionate part of the said yearly rent or annual sum (1) for and according to the number of days which may happen to elapse from the last quarter day of payment thereof, up to and including the day of the decease of the said (*lessee*)]. AND also well and truly pay and satisfy the land-tax, sewers' rate, and all and all manner of other taxes, rates, duties, and assessments whatsoever, whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times hereafter, during the continuance of this demise, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, [or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns, in respect thereof,] and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not. AND also that he the said (*lessee*) and his assigns, shall and will at all times, and from time to time, during the continuance of this demise (2), well

LEASES.

Lease for Life of Lessee.

And taxes.

Covenant by lessee to repair.

(1) Rent is not apportionable unless made by express agreement, see 2 Elem. Conv. 2d Ed. p. 362, *et seq.*

Apportionment of rent.

(2) If the lessee is to be exempted from rebuilding in case of fire, add,

Lessee not to rebuild.

“Damage by fire only excepted.”

LEASES.

*Lease for Life of
Lessee.*

Power of
attorney to de-
liver seisin.

and substantially repair, &c. (1). AND lastly, the said (*lessor*) doth by these presents make, constitute, and appoint the said A. B. his lawful attorney, for him the said (*lessor*), and in his name, into the premises hereby demised, or otherwise assured, or intended so to be, or any part thereof in the name of the whole, to enter, and full and peaceable possession thereof for him the said (*lessor*), and in his name to take and have, and after such entry, possession, and seisin had and taken, like full and peaceable possession and seisin thereof, or of any part thereof in the name of the whole, unto the said (*lessee*), or to his attorney or attorneys in that behalf lawfully authorized, to give and deliver according to the form and effect of these presents (2). IN WITNESS, &c.

Memorandum of Livery of Seisin to be indorsed (3).

Houses adjoining.

If the lessor have other houses adjoining, see *ante*, p. 100, n. (15).

Landlord to repair.

If the landlord is to keep the premises or any part of them in repair, or to rebuild in case of their destruction by fire, &c. see *ante*, p. 101, n. (16).

(1) Add a continuation of this covenant, and such other covenants, &c. as may accord with the agreement of the parties; and see *ante*, No. IX. p. 99.

(2) If seisin be also accepted by attorney, see *ante*, Vol. I. p. 228, notes.

(3) See *ante*, Vol. I. p. 229.

LEASES.

*Lease under
Inclosure Act.*

No. XXXVIII.

*Lease of a Piece of Ground, &c. allotted under an
Inclosure Act (1).*

THIS INDENTURE, made the _____ day of _____, in the _____ year of the reign, &c.

(1) Inconveniences having arisen to landlords and others, owners of allotments set out to them by the commissioners of inclosure acts, on account of their not being able, before the execution of the award made by such commissioners, to distrain for the rent in arrear for such allotments; or support an action of trespass for any damage done to, or an action of ejectment to recover the possession of, such allotments, by reason of the freehold or legal seisin thereof not being vested in such landlords, &c. by the award of the commissioners; an act was lately passed to remedy these inconveniences; and as it has an intimate relation to the subject of the above precedent, the substance of it may, it is conceived, be advantageously introduced here.

1 & 2 Geo. IV.
c. 23.

By this act (1 and 2 Geo. IV. c. 23), it is enacted,

§ 1. That from and after the passing of this act, it shall be lawful for persons to whom any allotment shall be made, and to whom the possession of such allotment shall have been given, by virtue of any order or direction in writing, signed by the commissioner or commissioners acting under any inclosure act, and who shall have demised the same, or any part thereof, to any tenant or servant, or for their, his, or her bailiff or agent to enter into and upon any such allotment or allotments, and seize and distrain any goods, chattels, or effects

Landlords may enter upon lands allotted, and distrain for rent, although commissioners' award not executed.

LEASES. and in the year of our Lord . BETWEEN
 (the lessor) of, &c. of the one part, and

*Lease under
 Inclosure Act.*

which may be in or upon such allotment or allotments, or in or upon any other lands, tenements, or hereditaments, held, occupied, or enjoyed by the tenant or occupier of such allotment or allotments along and together with any such allotment or allotments, for any rent that may be in arrear and unpaid for all or any part of such allotment or allotments, and either alone or together with any such allotment or allotments, and any other lands, tenements, and hereditaments, held, occupied, or enjoyed therewith, notwithstanding the award or awards of the commissioner or commissioners appointed in or named by or by virtue of any such act or acts, shall not be executed and perfected by such commissioner or commissioners.

Actions at law
 may also be
 brought.

§ 2. And also to maintain any action or suit at law, for any injury or damage that may be done or committed by any person or persons whomsoever, to the ground, soil, or herbage of any such allotment or allotments, or to the walls, hedges, fences, ditches, gates, posts, rails, stills, cloughs, bridges or tunnels, already erected or to be erected in or upon any such allotment or allotments, and prosecute any action or actions of ejectment, for recovering the possession of any such allotment or allotments from any person or persons whomsoever.

§ 3. But that nothing in the act shall affect the right of persons to appeal against the award of commissioners, or prevent their altering their award.

Leases by incumbent under
 41 Geo. III. c.
 109, becoming
 void, new leases
 may be granted.

§ 4. That whenever any lease or leases to be granted by any rector, vicar, or other incumbent, under the powers or provisions of an act passed in the forty-first year of the reign of his late majesty King George the Third, intituled, "An Act for consolidating in one Act certain Provisions usually inserted in Acts of Inclosure, and for facilitating the Mode of proving the several Facts usually required on the passing of such Acts," shall by any means become forfeited or void, or be surrendered before the expiration, by effluxion of time, of the term or terms thereby granted, it shall and may be lawful for the rector, vicar, or other incumbent for the time being of the same rectory, vicarage, or parish, by and with the previous consent of the ordinary and patron, to grant a new lease of the lands so demised, for such

(*the lessee*) of, &c. of the other part.

LEASES.

WHEREAS the said (*lessor*) has agreed (1) with the said (*lessee*) for a lease to him of the allotment or piece of land or ground hereinafter described, for the term of _____ years, under and subject to the rents and covenants hereinafter contained.

*Lease under
Inclosure Act.*

NOW THIS INDENTURE WITNESSETH, that for and in consideration of the yearly rent hereinafter reserved, and of the covenants and agreements hereinafter contained, on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid, observed, and performed, HE the said (*lessor*) HATH granted, demised, and leased, and by these presents DOTH grant, demise, and lease unto the said (*lessee*) his executors, administrators, and assigns, [such assigns being with such consent as hereinafter is mentioned] ALL that piece or parcel of land or ground situated, lying, and being, &c. and which said piece or parcel of land or ground was formerly part of the common fields of, &c. (*as the case may be*) but lately allotted to the said (*lessor*) under or by an award of certain commissioners named in or ap-

WITNESS, in
consideration of
rent, &c.

Parcels.

term or terms of years as shall, at the time or times of such avoidance, be then to come and unexpired of the original term or terms granted by such original lease or leases, subject nevertheless to the provisions and conditions contained in such original lease or leases, and then remaining unperformed and capable of having effect.

(1) If the lease be granted in pursuance of a previous written agreement, see *ante*, p. 95, n. (2).

Prior agree-
ment.

LEASES.

Lease under
Inclosure Act.

To HOLD to the
lessee for
years.

At the yearly
rent of £

pointed by or in pursuance of an act of parliament passed in the year of, &c. entitled “ An Act for enclosing,” &c. &c. together with all and singular the ways, paths, passages, waters, water-courses, privileges, advantages, easements, and appurtenances whatsoever, to the said piece or parcel of land or ground or any part thereof now belonging to or in any wise appertaining, or to be therewith holden, used, occupied, or enjoyed. To HAVE AND TO HOLD the said allotment, piece or parcel of ground, and other the premises hereby demised, or intended so to be, with the rights, members, and appurtenances to the same belonging unto and by him the said (*lessee*) his executors, administrators, and assigns, [such assigns being with such consent as aforesaid] from the date of these presents for and during the full and complete term of years to be thence next ensuing, but subject nevertheless, during the said term, to the provisos and declarations in or by the said in part recited act contained relative to any acts or things by the said (*lessor*) his heirs or assigns, to be done, performed, or observed, upon or concerning the said allotment, land, or ground; YIELDING AND PAYING for the same yearly and every year during the said term unto the said (*lessor*) his heirs and assigns, the rent or sum of £ of lawful money of that part of the United Kingdom of Great Britain and Ireland called England, by equal quarterly payments, on the day of , the day of , the day of , and the day of , in each

year, and that free and clear of and from all manner of parliamentary, parochial, and other taxes, rates, assessments, deductions, and abatements whatsoever, the first quarterly payment thereof to begin and be made on the day of next ensuing the date of these presents (1).

LEASES.

Lease under Inclosure Act.

AND the said (*lessee*) for himself, his heirs, executors, administrators, and assigns, doth hereby covenant, promise, and agree, with and to the said (*lessor*) his heirs and assigns, in the manner following, (that is to say) that he the said (*lessee*) his executors, administrators, and assigns shall and will from time to time, and at all times during the continuance of the term hereby granted (2), well and truly pay, or cause to be paid unto the said (*lessor*) his heirs and assigns, the yearly rent or sum of £ hereby reserved, upon the

Covenant by lessee to pay the rent reserved.

several days and in the manner hereinbefore appointed for payment thereof, and according to the true intent and meaning of these presents. [AND also well and truly pay, satisfy, and discharge all and all manner of taxes, rates, duties, assessments, and impositions whatsoever, whether parliamentary, parochial, or otherwise, which now are, or which shall or may at any time or times

And taxes.

(1) Sometimes an additional rent is reserved by way of penalty in case of assignment, &c. without consent, in which case see *ante*, p. 97, n. (9), p. 98, n. (10), p. 110, n. (1).

Penal rent.

(2) If the lease be determinable at any period before the expiration of the term, add,

Lease determinable on notice, &c.

“Determinable nevertheless as hereinafter mentioned.”

LEASES.Lease under
Inclosure Act.Covenant by
lessee to fence
and repair.Power of entry
to view repairs.

hereafter, during the continuance of the said term, be lawfully assessed or imposed upon, or payable in respect of the said demised premises, or any part thereof, or on the said yearly rent hereby reserved, or any part thereof, or on the said (*lessor*) his heirs or assigns, in respect thereof, and whether any such future taxes, rates, duties, or assessments shall be in the nature of those now in being or not.] AND also that he the said (*lessee*) his executors, administrators, and assigns, shall and will well and duly make, do, and perform, or cause and procure to be made, done, or performed at his and their own costs, charges, and expenses, all such fences, inclosures, matters, and things whatsoever, in, upon, or about the said piece or parcel of land or ground and premises, and in such space of time, and manner, and form, in all things as by the said in part recited act is or are required to be made, done, or performed by or on the part of the said (*lessor*) his heirs or assigns, in relation to or concerning the same, and according to the true intent and meaning of the said act, and shall and will at his and their own costs and expense maintain and keep all and every the hedges, ditches, mounds, gates, stills, and fences, of, in, or upon the said piece or parcel of ground, allotment, and premises in good and substantial repair in all things during the continuance of the said term. AND further, that it shall be lawful for the said (*lessor*) his heirs or assigns, or his or their surveyor properly authorised, either alone or with workmen or others, at any time or times during

the said term, at seasonable times in the day-time, to enter into and upon the said piece or parcel of ground and premises, or any part thereof, for the purpose of viewing and examining the state and condition thereof, and of the fences thereto belonging. AND that in case any defect or want of reparation shall be found or appear, he the said (*lessee*) his executors, administrators, or assigns, shall and will, upon notice thereof in writing under the hand of the said (*lessor*) his heirs or assigns, being given to him or them, cause the same to be forthwith well, substantially, and properly repaired and amended in all things. AND also that he the said (*lessee*) his executors, administrators, or assigns, shall not nor will during the said term hereby granted, give, grant, &c. (*Add, if so agreed, a covenant by the lessee not to assign without licence, power of entry, quiet enjoyment, &c. as in other cases*) (1). IN WITNESS, &c.

LEASES.

*Lease under
Inclosure Act.*

Repairs to be
done on notice.Lessee not to
assign without
licence.

(1) See these covenants, &c. *ante*, p. 104, *et seq.*

LEASES.Continued Term.

No. XXXIX.

Lease, by Indorsement on a former Lease, for a further Term of Years, under the like Rent and Covenants (1).

WITNESS,
lessor in consi-
deration, &c.

Demises unto
the lessee.

THIS INDENTURE, made the _____ day of _____, [in the _____ year, &c. and] in the year of our Lord _____. BETWEEN the within named (*lessor*) of the one part, and the within named (*lessee*) of the other part, WITNESSETH, that whereas the said (*lessor*) hath agreed to grant to the said (*lessee*) a further term of _____ years in the within mentioned premises, HE the said (*lessor*) for and in consideration of the rent hereby reserved, and of the covenants and agreements respectively hereinafter contained, on the part of the said (*lessee*) his executors, administrators, and assigns, to be paid and performed, HATH demised,

(1) A lease of this kind may be adopted to save expense, where the term is intended to be continued for a short period only; and the covenants will be effective under the rule, that *id certum est quod certum reddi potest*, but where the term is intended to be continued for any considerable period, a new lease with a repetition of the covenants, &c. will be preferable.

leased, and to farm let, and by these presents
 BOTH demise, lease, and to farm let, unto the
 said (*lessee*) his executors, administrators, and
 assigns, ALL that messuage, &c. (*as the case may
 be*), and all and singular other the premises com-
 prised in the within named indenture, and therein
 expressed to be thereby demised to the said
 (*lessee*) his executors, administrators, and assigns,
 (except only as therein is excepted). TO HAVE
 AND TO HOLD the said messuage, &c. and other
 the premises hereby demised or expressed, or in-
 tended so to be, unto and by him the said (*lessor*)
 his executors, administrators, and assigns, from
 the day of next ensuing the date
 of these presents (at which time the within men-
 tioned term of will expire,) for and during,
 and unto the full and further term of years
 to be thence computed, and next to be ensuing,
 and that subject to and under the same or like
 yearly rent or sum of £ to be paid and
 payable at the same feast days and times in each
 year, and in the like manner in all respects as
 within is mentioned, of or concerning the rent or
 sum in or by the said within written indenture
 reserved or made payable, and also subject to
 the same or like covenants, provisos, conditions,
 and agreements, as well on the part of the said
 (*lessee*) his heirs and assigns, as on the part of
 the said (*lessor*) his executors, administrators,
 and assigns, to be respectively performed or
 observed, as are contained or implied in or by
 the within written indenture, and as if the same

LEASES.

Continued Term.

Premises com-
prised in the
within named
indenture.To hold for the
term of
years.Under and sub-
ject to the rents
and covenants
in the said in-
denture re-
served, &c

LEASES. respectively were in or by these presents contained and fully set out; and which said covenants, provisos, conditions, and agreements, each of them the said (*lessor*) and (*lessee*) respectively, for themselves and their respective legal representatives, doth hereby covenant, promise, and agree to observe and perform accordingly. IN WITNESS, &c.

Continued Term.

LEASES. (*the lessor*) of, &c. of the one part, and (*the lessee*) of, &c. of the other part, WITNESSETH, that for the ends and purposes hereinafter mentioned, and in consideration of the yearly rent hereinafter reserved, and other considerations the said (*lessor*) thereunto moving, HE the said (*lessor*) HATH demised, leased, and to farm letten, and by these presents, DOth demise, lease, and to farm let unto the said (*lessee*) his executors, administrators, and assigns, ALL that messuage, &c. (*or as the case may be,*) (except, &c.) To HAVE AND TO HOLD the said messuage, &c. and all and singular other premises hereby demised or leased, or mentioned or intended so to be, with the rights, members, easements, and appurtenances to the same belonging, unto the said (*lessee*) his executors, administrators, and assigns, from the day of now last past, for and during the full and complete term of years, thence next ensuing, to and for the end, intent, and purpose, that by virtue thereof he the said (*lessee*) his executors, administrators, and assigns, may become and be the lawful tenant and tenants of the said messuage and premises,

Ejectment Lease.

The lessor demises, &c.

Parcels.

To HOLD to the lessee for the term of years.

-
- Parcels. (1) Insert here a particular description of the premises, together with any exception out of the demise.
- Public house. If the lease be of a public house or tavern, *ante*, No. XII.
- Mill. If of a mill, *ante*, No. XIII.
- Country house. If of a country house, see *ante*, No. XVI.
- Farm. If of a farm, *ante*, No. XVIII.
- Copyhold. If the premises be copyhold, *ante*, No. XVII. and let the demise be for one year only.

with the appurtenances, and thereby enabled to become plaintiff or plaintiffs in an action of ejectment, to be brought by him or them to recover the possession thereof, for or on the part of the said (*lessor*) his heirs or assigns, against (*the defendant*) as a casual ejector. **YIELDING AND PAYING** for the same yearly and every year during the said term one pepper corn on the first day of _____ in each year, if the same shall be lawfully demanded. **PROVIDED** always, and these presents are upon this express condition nevertheless, that if the said (*lessor*) his heirs or assigns, do or shall give or leave notice in writing under his or their hand or hands, to or for the said (*lessee*) his executors, administrators, or assigns, to quit possession of the said premises, at a time therein to be mentioned, he and they shall and will quit and give up possession to him the said (*lessor*) his heirs or assigns accordingly. **IN WITNESS, &c.**

LEASES.Ejectment Lease.At the yearly
rent of £
clear of taxes.

SEALED and delivered by the said (*lessor*) upon the premises within demised, and possession thereof delivered to the abovenamed (*lessee*) in the presence of

A. B.

C. D.

END OF VOL. IV.

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